

UNION COUNTY - CONTRACT CONTROL SHEET

Rolling Orders (1) Department (2) Attorney (3) Risk Management (4) Information Systems (5) Finance (6) Clerk (7) County Manager

DEPARTMENT

EVERY FIELD IN THIS SECTION MUST BE COMPLETED

2934

Party/Vendor Name: Sungard

Party/Vendor Contact Person: Amy Shulz

Contact Phone: 336-885-0911

Party/Vendor Address to mail contract to (be sure this is accurate or it could delay the processing of this contract):

Address: 4000 OSSI Court

City: High Point

State: NC

Zip: 27265

Department: Union County Jail

Amount: \$0.00

Purpose: Interface for Inmate Phone System

Budget Code(s) (put comma between multiple codes): _____

Amounts expended pursuant to this Agreement will be more than \$20,000. [Check if applicable] ☐

TYPE OF CONTRACT: (Please Check One) ☒ New ☐ Renewal ☐ Amendment Effective Date: _____

If this is a grant agreement, pre-application has been authorized by the Board of Commissioners. ☐

This document has been reviewed and approved by the Department Head as to technical content.

Department Head's Signature: _____

Date: 1-20-12

Approval by Board ☐

ATTORNEY

This document has been reviewed and approved by the Attorney and stamp affixed thereto. ☒ Yes ☐ No

Approval by Manager (less than \$20,000) ☒

Approval by Manager per authorization of Board ☐

Date of Board authorization: _____

Attorney's Signature: Christopher P. Ritchie

Date: 2/10/12

Approval by Manager subject to authorization by Board ☐

Date Board authorization requested: _____

Clerk to confirm authorization given

Use Standard Template ☒

RISK MANAGEMENT

[Include these coverages: CGL ☒ Auto ☐ WC ☐ Professional ☐ Property ☐ Pollution ☐ Nonprofit ☐ Technology E&O ☐

OR See Working Copy ☐ OR No Insurance Required ☐

Hold Contract pending receipt of Certificate of Insurance ☐

With Incorporation of Insurance provisions as shown, this document is approved by the Risk Manager: 4/24/12

Risk Manager's Signature: David V. Vlach

Date: 4/24/12

INFORMATION TECHNOLOGY DIRECTOR

(Applicable only for hardware/software purchase or related services)

This document has been reviewed and approved by the Information Systems Director as to technical content.

IT Director's Signature Date: 4/15/12

Carl T. Lucas

RECEIVED

APR 20 2012

Date Received: 4/20/2012

BUDGET AND FINANCE

FINANCE OFFICE

Yes ☐ No ☒ Sufficient funds are available in the proper category to pay for this expenditure.

Yes ☐ No ☒ - This contract is conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services/goods.

Budget Code: _____

Vendor No.: _____

Encumbrance No.: _____

Notes: To be paid by Global Tel (44 2961)

Yes ☐ No ☒ - A budget amendment is necessary before this agreement is approved.

Yes ☐ No ☒ - A budget amendment is attached as required for approval of this agreement.

Finance Director's Signature: _____

Date: 4/20/2012

CLERK # Reprocessing

Date Received: 4/20/2012

Agenda Date: NA

Approved by Board: ☐ Yes ☐ No at meeting of _____

Signature(s) Required: ☐ Board Chairman/County Manager

☐ Finance Director

☐ Clerk

☒ Attorney

☐ Information Tech. Director

☐ Other: ASW

COUNTY MANAGER

This document has been reviewed and its approval recommended by the County Manager. ☐ Yes ☐ No

County Manager's Signature: _____

Date: 4-20-12

PLEASE EXPEDITE

SunGard Public Sector Inc.
4000 OSSI Ct - High Point, NC 27265 -
Phone: (336) 885-0911 - Fax: (407) 304-4226 - Email: amy.shultz@sungardps.com

SUNGARD® PUBLIC SECTOR

Add-On Quote

Date	Quote #	Acct Mgt
01/16/12	CPGLQ3254	Amy Shultz

Quote Prepared For:

Union County, NC
Sheriff Eddie Cathey
3344 Presson Rd
Monroe, NC 28112
Phone: 704-283-3789

Notwithstanding, Customer shall remain responsible in the event of non-payment.

Please bill to:
Global Tel Link
Attn: Mary Guillory
2609 Cameron St
Mobile, AL 36607
251-479-4500 ext 2472

Qty	Part Number	Product Description	Unit Price	Extended Price	Annual Maintenance
1	JMS-INT-PHN-VAC	VAC INMATE PHONE SYSTEM INTERFACE A one-way Interface between SunGard's OSSI Jail Management System (JMS) and Value-Added Communications (VAC) Inmate telephone Solution. The JMS posts an ASCII text file to an agreed upon network location. VAC retrieves and processes the file. The file contains Account, PIN, Last Name, First Middle, and Facility Code. The PIN number is the unique 14 character Inmate ID (Name ID).	\$1,880.00	\$1,880.00	\$301.00
1	JMS-PROJ-MGNT	PROJECT MANAGEMENT Includes professional services from SunGard for management oversight and coordination with the Customer's project management, SunGard's internal resources and any third party vendors. Includes coordinating with the customer's project manager all SunGard related deliverables such as application software, implementation services, and scheduling of SunGard's resources with the customer.	\$640.00	\$640.00	\$0.00
1	JMS-PROF-ADD	ADDITIONAL PROFESSIONAL SERVICES- Remote Installation Services provided by SunGard product or training specialists. Services may include, but are not limited to, add-on module training, add-on module installation, refresher training, system analysis, or consulting.	\$700.00	\$700.00	\$0.00
Total:				\$3,220.00	\$301.00

Note: Since the interface identified above will replace Customer's current OSSI-Digital Solutions/Inmate Telephone, Inc. interface, Customer hereby requests and SunGard agrees to terminate annual maintenance for the OSSI-Digital Solutions/Inmate Telephone, Inc. interface effective upon completion of the current annual term.

This Quote constitutes a Supplement to the Contract and Agreement by and between the parties hereto. Except as otherwise provided herein, all terms and conditions of the Contract and Agreement shall remain in full force and effect and shall apply to this Quote. As applicable for certain customers, the term "Contract and Agreement" is defined as the Software License, Hardware Purchase, and Services Agreement and the License Program Support Agreement between the parties hereto signed by Customer on June 28, 2007, as subsequently amended.

Should Customer terminate this agreement per the "Term of Contract" Section of the Contract and Agreement, the Customer agrees to pay, immediately upon termination, the remaining balance for all hardware, software, and services delivered prior to the termination date. Notwithstanding any language in the Contract and Agreement to the contrary, the purchase of support services is NOT necessary for the continuation of Customer's License.

Licensed Program(s) are provided in and may be used in machine-readable object code form only. SunGard Public Sector offers the Customer, through a third party escrow agent, a Source Code Escrow Agreement that provides for release of the source code version of the Licensed Program(s) from escrow upon the occurrence of certain release events, such as SunGard Public Sector's failure to provide required maintenance services as agreed.

Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately.

The SunGard Public Sector application software warranty shall be for a period of one (1) year after Delivery. There is no Testing and Acceptance period on the Licensed Program(s) herein.

Any interfaces listed above are interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.

Preprinted conditions and all other terms not included in this Quote or in the Contract and Agreement, stated on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Contract and Agreement and any amendments thereto shall control unless expressly accepted in writing by SunGard Public Sector to Customer.

Third party hardware/software maintenance and/or warranty will be provided by the third party hardware and software manufacturer(s). SunGard Public Sector makes no representations as to expected performance, suitability, or the satisfaction of Customer's requirements with respect to the hardware or other third party products specified in this Quote. The return and refund policy of each individual third party hardware/software supplier shall apply.

This Agreement is based on the current licensing policies of each third party software manufacturer as well as all hardware manufacturers. In the event that a manufacturer changes any of these respective policies or prices, SunGard Public Sector reserves the right to terminate this Quote.

This Quote shall be effective notwithstanding any provisions as to non-availability of funds contained in the Contract and Agreement.

The date of delivery is the date on which SunGard Public Sector delivers, F.O.B. SunGard Public Sector's place of shipment, the Licensed Program(s) to Customer.

For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

Payment Terms are as Follows:

VAC Inmate Phone System Interface License Fees, Project Management Fees, and Additional Professional Services Fees - Remote Installation are due upon execution of this Quote and are payable net 30 days after the date of SunGard Public Sector's proper invoicing.

SunGard Public Sector Application Annual Maintenance - the initial term of Maintenance and Support Services is included in the VAC Inmate Phone System Interface License Fees and begins upon execution of this Quote and extends for a twelve (12) month period. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the initial support period. Support fees shown for the second term of support shall be due prior to the start of that term. Fees for subsequent terms of support will be due prior to the start of that term at the then prevailing rate. SunGard Public Sector will give Customer and Global Tel Link Corporation written notice of any rate increase at least sixty (60) days in advance of the term in which said fees will be effective. Customer may terminate the Annual Maintenance Services without cause, effective upon the conclusion of the then-current annual maintenance term, upon prior written notice to SunGard Public Sector.


The terms and conditions contained in this Quote, including prices, will be honored as set forth herein, provided the Quote is fully executed and delivered by April 27, 2012.

Accepted:

UNION COUNTY, NC

Authorized Signature:


Name & Title:


Cynthia A. Soto, County Mgr

SUNGARD PUBLIC SECTOR INC.

Authorized Signature:

Name & Title:


C. Coleman, Vice President

APPROVED AS TO LEGAL FORM

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UNION COUNTY - CONTRACT CONTROL SHEET

Routing Order: (1) Department; (2) Attorney; (3) Risk Management; (4) Information Systems; (5) Finance; (6) Clerk; (7) County Manager

DEPARTMENT

EVERY FIELD IN THIS SECTION MUST BE COMPLETED

3361

Party/Vendor Name: Securus Technologies, Inc.
 Party/Vendor Contact Person: Robert Pickens, Chief Operating Officer Contact Phone: (972) 277-0300
 Party/Vendor Address to mail contract to (be sure this is accurate or it could delay the processing of this contract):
 Address: 14651 Dallas Parkway Sixth Floor City: Dallas State: TX Zip: 75254-5350
 Department: Union County Jail Amount: 62% of the gross billed revenue *net 340,000*
 Purpose: Inmate Telephone Services
 Budget Code(s) (put comma between multiple codes): 10-443135-4570
 Amounts expended pursuant to this Agreement will be more than \$20,000. [Check If applicable] ☐
 TYPE OF CONTRACT: (Please Check One) ☒ New ☐ Renewal ☐ Amendment Effective Date: 7-2-13
 Contract is State Funded or State Contract ☐
 If this is a grant agreement, pre-application has been authorized by the Board of Commissioners. ☐
 This document has been reviewed and approved by the Department Head as to technical content.
 Department Head's Signature: [Signature] Date: 7-2-13

Approval by Board ☐ **ATTORNEY**
 Approval by Manager (less than \$20,000) ☐
 Approval by Manager per authorization of Board ☒
 Date of Board authorization: 11/4/2013
 Approval by Manager subject to authorization by Board ☐
 Date Board authorization requested: _____
 Clerk to confirm authorization given _____
 This document has been reviewed and approved by the Attorney and stamp affixed thereto. ☒ Yes ☐ No
 Attorney's Signature: [Signature]
 Date: 12/3/2013

RISK MANAGEMENT * Requested corrected certificate
 Use Standard Template ☒
 [Include these coverages: CGL ☒; Auto ☒; WC ☒; Professional ☐; Property ☐; Pollution ☐; Nonprofit ☐; Technology E&O ☐
 OR See Working Copy ☐ OR No Insurance Required ☐
 Hold Contract pending receipt of Certificate of Insurance ☒
 With incorporation of insurance provisions as shown, this document is approved by the Risk Manager: Service Agreement #4
 Risk Manager's Signature: [Signature] Date: 8-19-13 *pg 10*

INFORMATION TECHNOLOGY DIRECTOR
 (Applicable only for hardware/software purchase or related services)
 This document has been reviewed and approved by the Information Systems Director as to technical content.
 IT Director's Signature Date: [Signature] 8/27/13

BUDGET AND FINANCE
 Date Received: 12/4/13
 Yes ☒ No ☐ - Sufficient funds are available in the proper category to pay for this expenditure.
 Yes ☐ No ☒ - This contract is conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services/goods.
 Budget Code: 10443135-4570 Vendor No.: N/A Encumbrance No.: N/A
 Notes:
 Yes ☐ No ☒ - A budget amendment is necessary before this agreement is approved.
 Yes ☐ No ☒ - A budget amendment is attached as required for approval of this agreement.
 Finance Director's Signature: [Signature] Date: 12/4/13

*** CLERK**
 Date Received: 12/4/2013 Agenda Date: 11-4-2013 Approved by Board: ☐ Yes ☐ No at meeting of _____
 Signature(s) Required: ☐ Board Chairman/County Manager ☐ Finance Director ☐ Clerk
☐ Attorney ☐ Information Tech. Director ☐ Other: [Signature]

COUNTY MANAGER
 This document has been reviewed and its approval recommended by the County Manager. ☐ Yes ☐ No
 County Manager's Signature: [Signature] Date: 12-9-13

* The second signature line should be for the Sheriff. Thanks. [Signature]



Master Services Agreement
UNION COUNTY (NC)
A004230

This Master Services Agreement (this "Agreement") is by and between Union County, acting through the Union County Sheriff's Office ("you" or "Customer") and Securus Technologies, Inc., ("we," "us," or "Provider"). This Agreement supersedes any and all other agreements (oral, written, or otherwise) that may have been made between the parties and shall be effective as of the last date signed by either party (the "Effective Date").

Whereas the Customer desires that Provider install an inmate telecommunication system and provide telecommunications and maintenance services according to the terms and conditions in this Agreement according to the Schedule and Work Orders, which are incorporated by reference into this Agreement;

Whereas the Provider agrees to install the inmate telecommunications system and provide telecommunications and maintenance services according to the terms and conditions in this Agreement, including any Exhibit, Schedule or Work Order, which are incorporated by reference into this Agreement;

Now therefore, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Applications. This Agreement specifies the general terms and conditions under which we will perform certain inmate-related services and applications (the "Application(s)") for you. Additional terms and conditions with respect to the Applications will be specified in the schedules entered into by the parties and attached hereto (the "Schedules"). The Schedules are incorporated into this Agreement and are subject to the terms and conditions of this Agreement. In the event of any conflict between this Agreement and a Schedule, the terms of the Schedule shall govern. In the event of any conflict between any two Schedules for a particular Application, the latest in time shall govern.
2. Use of Applications. You grant us the exclusive right and license to install, maintain, and derive revenue from the Applications through our inmate systems (including, without limitation, the related hardware and software) (the "System") located in and around the inmate confinement facilities identified on the Schedules (the "Facilities"). You are responsible for the manner in which you use the Applications. Unless expressly permitted by a Schedule or separate written agreement with us, you will not resell the Applications or provide access to the Applications (other than as expressly provided in a particular Schedule), directly or indirectly, to third parties. During the term of this Agreement and subject to the remaining terms and conditions of this Agreement, Provider shall be the sole and exclusive provider of inmate related communications, including but not limited to voice, video, and data (e.g., phone calls, video calls, messaging, prepaid calling cards, debit calling, and e-mail), with the exception of any inmate communications related to judicial proceedings (e.g., telephonic hearings, video call trials), at all correctional facilities under the authority of Customer in lieu of any other third party providing such inmate communications, including without limitation, Customer's employees, agents, or subcontractors.
3. Compensation. Compensation for each Application, if any, and the applicable payment addresses are as stated in the Schedules. During the term of the Agreement, and for one year thereafter, Provider shall provide such data as may be reasonably required by Customer to verify Provider's compliance with the compensation terms of this Agreement, including any Schedule. Customer reserves the right to audit Provider's records as they relate to the provision of service and compensation to Customer to ensure compliance. In the event of such an audit Provider agrees to cooperate with Customer by providing such information and such access to Provider's records as may be reasonably necessary for Customer to establish compliance with the terms of the Agreement and any Schedule or Exhibit. Payments, if any, by Customer shall be conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for service.
4. Term. The obligations of the parties shall be effective as of the Effective Date, but the "Initial Term" shall begin 120 days after the Effective Date (to allow for installation of hardware and/or implementation of network connectivity) and shall end on the date that is thirty-six (36) months thereafter. After the first eighteen (18) months of the Initial Term, Customer shall have the right to terminate this Agreement, and any applicable Schedule or work Order, without cause, during the Initial Term or any subsequent term, upon ninety (90) days' written notice to Provider. Unless one party delivers to the other written notice of non-renewal at least ninety (90) days before the end of the then current term or the Agreement is terminated as otherwise provided herein, this Agreement shall automatically renew for up to two (2) successive periods of twelve (12) months each. Notwithstanding anything to the contrary, the terms and conditions of this Agreement shall continue to apply to each Schedule for so long as we continue to provide the Application to you after the expiration or earlier termination of this Agreement.
5. Service Level Agreement and Limited Remedy. We are committed to providing you with reliable, high quality Applications and we offer certain assurances about the quality of our Applications (the "Service Level Agreement"). The Service Level Agreement for each Application is as set forth in the applicable Schedule. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.
6. Software License. We grant you a personal, non-exclusive, non-transferable license (without the right to sublicense) to access and use certain proprietary computer software products and materials in connection with the Applications (the "Software"). The Software includes any upgrades, modifications, updates, and additions to existing features that we implement in our discretion (the "Updates"). Updates do not include additional features and significant enhancements to existing features. You are the license holder of any third-party software products we obtain on your behalf. You authorize us

to provide or preinstall the third-party software and agree that we may agree to the third-party End User License Agreements, of such third-party software required to operate the Applications, on your behalf. Your rights to use any third-party software product that we provide shall be limited by the terms of the underlying license that we obtained for such product. The Software is to be used solely for your internal business purposes in connection with the Applications at the Facilities. You will not (i) permit any parent, subsidiary, affiliated entity, or third party to use the Software, (ii) assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof, (iii) process or permit to be processed any data of any other party with the Software, (iv) alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the Software or allow any third party to do so, (v) connect the Software to any products that we did not furnish or approve in writing, or (vi) ship, transfer, or export the Software into any country, or use the Software in any manner prohibited by the export laws of the United States. We are not liable with regard to any Software that you use in a prohibited manner.

7. Ownership and Use. The System, the Applications, and related records, data, and information shall at all times remain our sole and exclusive property unless prohibited by law, in which event, we shall have the unlimited right to use such records, data, and information for investigative and law enforcement purposes. However, during the term of this Agreement and for a period of one (1) year thereafter, we will provide you with reasonable access to the records and a reasonable opportunity to convert or extract call records and recordings following termination of this Agreement. We (or our licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the Software and any copies, custom versions, modifications, or updates of the Software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to our Applications, the System, and our other products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of Provider and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

8. Legality/Limited License Agreement. For services related to Applications which may allow you to monitor and record inmate or other administrative telephone calls, or transmit or receive inmate electronic messages ("e-mail"); by providing the Application, we make no representation or warranty as to the legality of recording or monitoring inmate or administrative telephone calls or transmitting or receiving inmate e-mail messages. Further, you retain custody and ownership of all recordings, and inmate e-mail messages; however you grant us a perpetual limited license to compile, store, and access recordings or inmate calls and access inmate e-mail messages for purposes of (i) complying with the requests of officials at the Facility, (ii) disclosing information to requesting law enforcement and correctional officials as they may require for investigative, penological or public safety purposes, (iii) performing billing and collection functions, or (iv) maintaining equipment and quality control purposes. This license does not apply to recordings of inmate calls or e-mail messages with their attorneys or to recordings or e-mail messages protected from disclosure by other applicable privileges.

9. Confidentiality and Non-Disclosure. The System, Applications, and related call records and information (the "Confidential Information") shall at all times remain confidential to Provider. Because you will be able to access confidential information of third parties that is protected by certain federal and state privacy laws through the Software and Applications, you shall only access the Software with computer systems that have effective firewall and anti-virus protection. Notwithstanding this Section 9 or anything else in this Agreement to the contrary, Provider acknowledges that Customer is subject to Chapter 132 of the North Carolina General Statutes, the Public Records Act (the "Act"), and that this Agreement, including all documents incorporated by reference, shall be a public record as defined in such Act, and as such, will be open to public disclosure and copying. Any other specific information that is claimed by Provider to be confidential or proprietary must be clearly identified as such by Provider. To the extent consistent with the Public Records Act, Customer shall maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view Provider's proprietary information, Customer will notify Provider of the request and of the date that such records will be released to the requester unless Provider obtains a court order enjoining that disclosure. If Provider fails to obtain the court order enjoining disclosure, Customer will release the requested information on the date specified.

10. Claims. To the fullest extent allowed by applicable law, each party by itself and/or its employees, agents, or contractors agrees to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) (collectively "Claims") arising out of (i) a breach of its own representations, warranties, and/or covenants contained herein, or (ii) gross negligence or willful misconduct, or (iii) actual or alleged intellectual property infringement. Furthermore, the parties understand and agree that each one is subject to federal, state, and local laws and regulations, and each party bears the burden of its own compliance.

11. Insurance. At Provider's sole expense, Provider shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best.

A. **WORKERS' COMPENSATION**

Statutory limits covering all employees, including Employer's Liability with limits of:

\$500,000	Each Accident
\$500,000	Disease - Each Employee
\$500,000	Disease - Policy Limit

B. **COMMERCIAL GENERAL LIABILITY**

Covering all operations involved in this Agreement.

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence

\$1,000,000 Personal and Advertising Injury Limit
\$5,000 Medical Expense Limit

C. **COMMERCIAL AUTOMOBILE LIABILITY**

\$1,000,000 Combined Single Limit - Any Auto

ADDITIONAL INSURANCE REQUIREMENTS

A. Provider's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES

B. Before commencement of any work or event, Provider shall provide a Certificate of Insurance in satisfactory form as evidence of the Insurances required above.

C. Provider shall have no right of recovery or subrogation against Union County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

D. Union County shall have no liability with respect to Provider's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Provider.

E. Notwithstanding the notification requirements of the Insurer, Provider hereby agrees to notify Union County's Risk Manager, Tiffany Allen, at 500 N. Main Street # 130, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union County, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.

F. The Certificate of Insurance should note in the Description of Operations the following:

Department: Sheriff's Office
Contract #: 3361

G. Insurance procured by Provider shall not reduce nor limit Provider's contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.

H. Certificate Holder shall be listed as follows:

Union County
Attention: Tiffany Allen, Risk Manager
500 N. Main Street, Suite #130
Monroe, NC 28112

I. If Provider is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Provider shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

12. **Default and Termination.** If either party defaults in the performance of any obligation under this Agreement, then the non-defaulting party shall give the defaulting party written notice of its default setting forth with specificity the nature of the default. If the defaulting party fails to cure its default within thirty (30) days after receipt of the notice of default, then the non-defaulting party shall have the right to terminate this Agreement upon written notice and pursue all other remedies available to the non-defaulting party, either at law or in equity. Notwithstanding the foregoing, the thirty (30) day cure period shall be extended to forty-five (45) days if the default is not reasonably susceptible to cure within such thirty (30) day period, but only if the defaulting party has begun to cure the default during the thirty (30) day period and diligently pursues the cure of such default. If a defaulting party has already defaulted, and cured, a problem or issue, and the same or similar problem or issue again causes the defaulting party to default, then the non-defaulting party may terminate the Agreement upon written notice to the defaulting party without a cure period.

13. **Indemnification.** Provider agrees to protect, defend indemnify and hold Client, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due, in whole or in part, to the negligence of Provider, its officers, employees, subcontractors or agents. Provider further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

14. **Uncontrollable Circumstance.** We reserve the right to renegotiate or terminate this Agreement upon sixty (60) days advance written notice if circumstances outside our control related to the Facilities (including, without limitation, changes in

rates, regulations, or operations mandated by law; material reduction in inmate population or capacity; material changes in jail policy or economic conditions; acts of God; actions you take for security reasons (such as lock-downs)) negatively impact our business; however, we shall not unreasonably exercise such right. Further, Customer acknowledges that Provider's provision of the services is subject to certain federal, state or local regulatory requirements and restrictions which are subject to change from time-to-time and nothing contained herein to the contrary shall restrict Provider from taking any steps necessary to perform in compliance therewith.

15. Injunctive Relief. Both parties agree that a breach of any of the obligations set forth in the sections entitled "Software License," "Ownership and Use," "Claims," and "Confidentiality" would irreparably damage and create undue hardships for the other party. Therefore, the non-breaching party shall be entitled to immediate court ordered injunctive relief to stop any apparent breach of such sections, such remedy being in addition to any other remedies available to such non-breaching party.

16. Force Majeure. Either party may be excused from performance under this Agreement to the extent that performance is prevented by any act of God, war, civil disturbance, terrorism, strikes, supply or market, failure of a third party's performance, failure, fluctuation or non-availability of electrical power, heat, light, air conditioning or telecommunications equipment, other equipment failure or similar event beyond its reasonable control; provided, however that the affected party shall use reasonable efforts to remove such causes of non-performance. If a party is unable to perform its duties for more than thirty (30) cumulative days due to a force majeure event or circumstance, the party whose performance is not affected by the force majeure event or circumstance may terminate the Agreement upon notice to the other party.

17. Notices. Any notice or demand made by either party under the terms of this Agreement or under any statute shall be in writing and shall be given by personal delivery; registered or certified U.S. mail, postage prepaid; or commercial courier delivery service, to the address below the party's signature below, or to such other address as a party may designate by written notice in compliance with this section. Notices shall be deemed delivered as follows: personal delivery – upon receipt; U.S. mail – five days after deposit; and courier – when delivered as shown by courier records.

18. No Third-party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained herein shall operate only between the parties and shall inure solely to their benefit. The provisions of this Agreement are intended to assist only the parties in determining and performing their obligations hereunder, and the parties intend and expressly agree that they alone shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

19. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. No waiver by either party of any event of default under this Agreement shall operate as a waiver of any subsequent default under the terms of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the other provisions shall remain unaffected. This Agreement shall be binding upon and inure to the benefit of Provider and Customer and their respective successors and permitted assigns. Except for assignments to our affiliates or to any entity that succeeds to our business in connection with a merger or acquisition, neither party may assign this Agreement without the prior written consent of the other party. Each signatory to this Agreement warrants and represents that he or she has the unrestricted right and requisite authority to enter into and execute this Agreement, to bind his or her respective party, and to authorize the installation and operation of the System. Provider and Customer each shall comply, at its own expense, with all applicable laws and regulations in the performance of their respective obligations under this Agreement and otherwise in their operations. Nothing in this Agreement shall be deemed or construed by the parties or any other entity to create an agency, partnership, or joint venture between Customer and Provider. This Agreement cannot be modified orally and can only be modified by a written instrument signed by all parties. The parties' rights and obligations, which by their nature would extend beyond the termination, cancellation, or expiration of this Agreement, shall survive such termination, cancellation, or expiration (including, without limitation, any payment obligations for services or equipment received before such termination, cancellation, or expiration). This Agreement may be executed in counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. This Agreement, together with the Schedule, Exhibit A: Customer Statement of Work and Exhibit B: Automated Information Services which are each attached and incorporated herein by reference, constitutes the entire agreement of the parties regarding the subject matter set forth herein and supersedes any prior or contemporaneous oral or written agreements or guarantees regarding the subject matter set forth herein.

20. E-Verify. E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Provider warrants that Provider and any subcontractor performing work under this Agreement: (i) uses E-Verify if required to do so by North Carolina law; and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. A breach of this warranty by Provider will be considered a breach of this Agreement, which entitles Customer to terminate this Agreement, without penalty, upon notice to Provider.

EXECUTED as of the Effective Date.

CUSTOMER:

Union County, acting through the Union County
Sheriff's Office

By: 

Name: Cynthia A. Coto

Title: County Manager

Date: 12-9-13

By: 

Name: Eddie Cathey

Title: Union County Sheriff

Date: _____

APPROVED AS TO LEGAL FORM 

Customer's Notice Address and Phone Number:

3344 Presson Road
Monroe, NC 28112

Phone: 704-283-3641

PROVIDER:

Securus Technologies, Inc.

By: 

Name: Robert Pickens

Title: Chief Operating Officer

Date: 1/10/14

Provider's Notice Address:

14651 Dallas Parkway, Suite 600
Dallas, Texas 75254
Attention: General Counsel

Phone: (972) 277-0300

Provider's Payment Address:

14651 Dallas Parkway, Suite 600
Dallas, Texas 75254
Attention: Accounts Receivable

Please return signed contract to:

14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254

Attention: Contracts Administrator

Phone: (972) 277-0300

Schedule
UNION COUNTY (NC)
A004230

This Schedule is between Securus Technologies, Inc. ("we" or "Provider"), and Union County, acting through the Union County Sheriff's Office ("you" or "Customer") and is part of and governed by the Master Services Agreement (the "Agreement") executed by the parties. The terms and conditions of the Agreement are incorporated herein by reference. This Schedule shall be coterminous with the Agreement ("Schedule Effective Date").

A. General Schedule Provisions. Notwithstanding anything herein to the contrary, the following terms and conditions shall apply to Provider's provision of services under this Schedule:

1. The Union County Sheriff ("Sheriff") may, in his discretion, revoke telephone privileges of certain inmates as necessary for the safe and efficient operation of the Facility.
2. Provider will provide the services in this Schedule so that they allow the Sheriff or his staff to perform each of the following:
 - a. Flag certain telephone numbers to trigger an alert when that number is attempted by an inmate.
 - b. Designate free local calls to specific numbers, programmable both remotely and/or on-site.
 - c. Terminate calls after 10 minutes or some other set period of time to be determined and mutually agreed by the Sheriff and Provider.
3. The telephone services and System provided under this Schedule must also:
 - a. Be outward-calling only.
 - b. Block calls to directory assistance (411), provided inmates have access to copies of a current local telephone book, including white and yellow pages.
 - c. Block credit card calls, third number calls, 1 + sent-paid calls, 0 + sent-paid calls, 0-sent-paid calls, 0-calls, toll free 8XX calls, 900 calls, 950 calls, 911 calls, 10xxx and 101xxxx calls, and block additional dialing after any local calls, unless otherwise expressly provided for in this Schedule.
 - d. Enable a party to block calls to their phone from the Facility, without involving the Sheriff or his staff.
 - e. Provide bi-lingual voice prompts (English and Spanish) to instruct and assist the inmate and called party during the progress of the call; with the ability to add additional language prompts at no additional cost.
 - f. Give the inmate a clear explanation of why a call was not successfully completed.
 - g. "Brand" each call with the following message: *"This is a collect call from inmate [recording of Inmate's name] from the Union County Jail. All calls are recorded and subject to review. Do you accept this call under these conditions?"* or a message containing similar information. The called party will be provided with an option to receive any applicable rate quote and payment options prior to accepting the call.
4. The quantity and placement of all equipment to be provided at the Facility, unless otherwise expressly provided in this Schedule, shall be determined by Provider, subject to prior approval by the Sheriff, and may be adjusted as necessary.
5. If the Sheriff, for any reason, feels that a particular employee or agent of Provider is unacceptable for work or in any way jeopardizes the security or hinders the goals or operation of the Facility, the Sheriff may cause the employee or agent to vacate the Facility immediately.
6. The Sheriff reserves the right to check references and police records of any of Provider's employees or agents working in the Facility. If it is found that a particular employee has a police record which, in the Sheriff's sole opinion, might create problems for the Facility, the Sheriff reserves the right to have that employee or agent replaced.
7. The equipment utilized for the provision of services under this Schedule must be of highly durable construction and designed specifically for use in the confinement environment. Each inmate telephone must be securely installed with NO exposed conduit in the areas occupied by inmates.
8. Provider agrees to conform with all applicable local, state, and federal requirements concerning the provision of services under this Schedule to those with disabilities, as defined by the Americans with Disabilities Act (the "ADA"), or other applicable requirements.

B. Applications. We will provide the following Applications:

CALL MANAGEMENT SYSTEM

DESCRIPTION:

Secure Call Platform: Secure Call Platform ("SCP") provides through its centralized system automatic placement of calls by inmates without the need for conventional live operator services. In addition, SCP has the ability to (a) monitor and record inmate calls, (b) automatically limit the duration of each call to a certain period designated by mutual agreement between Provider and Customer, (c) maintain call detail records in accordance with our standard practices and the terms of this Schedule and the Agreement, (d) automatically shut the System on or off, and (e) allow free calls to the extent required by applicable law and this Schedule. We will be responsible for all billing and collections of inmate calling charges but may contract with third parties to perform such functions. SCP will be provided at the Facilities specified in the chart below.

COMPENSATION:

Collect Calls. We will pay you commission (the "Commission") based on the Gross Billed and Collected Revenues that we earn through the completion of collect calls placed from the Facilities as specified in the chart below. "Gross Billed and Collected Revenue" means all charges billed and collected by us relating to collect calls placed from the Facilities. Regulatory required and other items such as federal, state and local charges, taxes and fees, including transaction funding fees, transaction fees, credits, billing recovery fees, charges billed by non-LEC third parties, technology and license fees, and promotional programs are excluded from revenue to the Provider. Due to delays in collection of payments for inmate collect revenue, a period average to calculate bad debt will apply. We shall remit the Commission for a calendar month to you on or before the 30th day after the end of the calendar month in which the calls were made (the "Payment Date"). All Commission payments shall be final and binding upon you unless we receive written objection within sixty (60) days after the Payment Date. Your payment address is as set forth in the chart below. You shall notify us in writing at least sixty (60) days before a Payment Date of any change in your payment address.

TouchPay Kiosk Repayment. We agree to pay on your behalf up to \$1,500.00 per month for one (1) Intake kiosk from TouchPay during the term of the Agreement for so long as TouchPay is able to provide such a kiosk to Customer. Provider is not responsible for the performance of the kiosk and agrees to pay the monthly payment for the product on your behalf as a technology grant. In exchange, Customer agrees to repay Provider the monthly payment via commission deduction. If the TouchPay Kiosk Repayment exceeds the Commission for the relevant month or if, for any reason, the Agreement terminates or expires during the relevant month, then we will invoice you for the balance which shall be due within thirty (30) days after receipt of an accurate invoice.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Type of Call Management Service	Commission Percentage	Revenue Base for Calculation of Commission	Commissions Payment Address
Union County Jail 3344 Presson Road Monroe, NC 28112	SCP	62%*	Gross Billed and Collected	Union County Sheriff's Office 3344 Presson Road Monroe, NC 28112

*The designated Commission percentage is contingent upon Customer's implementation of all products and payment methods described herein within ninety (90) days of the Effective Date (unless such implementation within that timeframe was not achieved due to reasons not caused by the actions of Customer, in which case such implementation will be effected as soon as reasonably practicable). Should the Customer fail to implement the services specifically mandated by this Schedule due to the Customer's actions within ninety (90) days of the Effective Date, the commission percentage is subject to renegotiation.

CENTRALIZED NET CENTRIC, VOIP, DIGITAL TRANSMITTED CALL MANAGEMENT SYSTEM

DESCRIPTION:

Secure Calling Platform User Interface. We will provide you with the Software regarding the Secure Calling Platform interface which may be used only on computers and other equipment that meets or exceeds the specifications in the chart below, which we may amend from time to time ("Compatible Equipment"). Customer represents that (i) it will be responsible for distributing and assigning licenses to its end users; (ii) it will use the SCP User Interface for lawful purposes and shall not transmit, retransmit or store material in violation of any federal or state laws or regulation; and (iii) it will monitor and ensure that its licensed end users comply as directed herein.

WORKSTATION REQUIREMENTS	
Processor	2 gigahertz (GHz) or higher processor
Operating System	Windows XP*, Windows Vista, Windows 7
Browser	Internet Explorer 8 or newer
Memory	At least 1 gigabyte (GB) of RAM (2GB recommended) - use of Windows 7 may require additional memory
Drive	CD-RW or DVD-RW drive
Display	Super VGA (1,024 x 768) or higher resolution video adapter
Peripherals	Keyboard and Microsoft Mouse or compatible pointing device
Internet	High speed Internet access (dial up is not supported)
Installed Software	Microsoft Silverlight 4.0 or newer, Microsoft .NET Framework 4, Adobe Reader 9.5 or newer, Microsoft Office Excel Viewer, Quick Time 7 or newer, Windows Media Player, Antivirus, WinZip or other zip utility

*XP Media center edition not supported

SERVICE LEVEL AGREEMENT

We agree to repair and maintain the System in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor. All such maintenance shall be conducted in accordance with the service levels in Items 1 through 10 below. All such maintenance shall be provided at our sole cost and expense unless necessitated by any misuse of, or destruction, damage, or vandalism to any premises equipment by you (not inmates at the Facilities), in which case, we may recoup the cost of such repair and maintenance through either a Commission deduction or direct invoicing, at our option. You agree to promptly notify us in writing after discovering any misuse of, or destruction, damage, or vandalism to, the said equipment. If any portion of the System is interfaced with other devices or software owned or used by you or a third party, then we shall have no obligation to repair or maintain such other devices or software. This SERVICE LEVEL AGREEMENT does not apply to any provided Openworkstation(s) (see below). For the services contemplated hereunder, we may provide, based upon the facilities requirements, two types of workstations (personal computer / desktop / laptop / terminal): The "Openworkstation" is an open non-secured workstation which permits administrative user rights for facility personnel and allows the facilities an ability to add additional third-party software. Ownership of the Openworkstation is transferred to the facility along with a three-year product support plan with the hardware provider. We have no obligation to provide any technical and field support services for an Openworkstation. CUSTOMER IS SOLELY RESPONSIBLE FOR THE MAINTENANCE OF ANY OPENWORKSTATIONS(S).

1. Outage Report; Technical Support. If either of the following occurs: (a) you experience a System outage or malfunction or (b) the System requires maintenance (each a "System Event"), then you will promptly report the System Event to our Technical Support Department ("Technical Support"). You may contact Technical Support 24 hours a day, seven days a week (except in the event of planned or emergency outages) by telephone at 866-558-2323, by email at TechnicalSupport@securustech.net, or by facsimile at 800-368-3168. We will provide you commercially reasonable notice, when practical, before any Technical Support outage.

2. Priority Classifications. Upon receipt of your report of a System Event, Technical Support will classify the System Event as one of the following three priority levels:

Priority 1	30% or more of the functionality of the System is adversely affected by the System Event.
Priority 2	5% - 29% of the functionality of the System is adversely affected by the System Event.
Priority 3	5% or less of the functionality of the System is adversely affected by the System Event. Single and multiple phones related issues.

3. Response Times. After receipt of notice of the System Event, we will respond to the System Event within the following time periods:

Priority 1	2 hours
Priority 2	24 hours
Priority 3	72 hours

4. Response Process. In the event of a System Event, where the equipment is located on Customer premises, Technical Support will either initiate remote diagnosis and correction of the System Event or dispatch a field technician to the Facility (in which case the applicable regional dispatcher will contact you with the technician's estimated time of arrival), as necessary. In the event a System Event occurs in the centralized SCP system, technical support will initiate remote diagnosis and correction of the System Event.

5. **Performance of Service.** All of our repair and maintenance of the System will be done in a good and workmanlike manner at no cost to you except as may be otherwise set forth in the Agreement. Any requested modification or upgrade to the System that is agreed upon by you and us may be subject to a charge as set forth in the Agreement and will be implemented within the time period agreed by the parties.

6. **Escalation Contacts.** Your account will be monitored by the applicable Territory Manager and Regional Service Manager. In addition, you may use the following escalation list if our response time exceeds 36 hours: first to the Technical Support Manager or Regional Service Manager, as applicable, then to the Director of Field Services, then to the Executive Director, Service.

7. **Notice of Resolution.** After receiving internal notification that a Priority 1 System Event has been resolved, a technician will contact you to confirm resolution. For a Priority 2 or 3 System Event, a member of our customer satisfaction team will confirm resolution.

8. **Monitoring.** We will monitor our back office and validation systems 24 hours a day, seven days a week.

9. **Required IGR.** You are responsible for providing a dedicated isolated grounded receptacle ("IGR") for use in connection with the primary System. Upon request we will provide you with the specifications for the IGR. If you are unable to or do not provide the IGR, then we will provide the IGR on a time and materials basis at the installer's then-current billing rates, provided that we are not responsible for any delay caused by your failure to provide the IGR.

10. **End-User Billing Services and Customer Care.** Our Securus Correctional Billing Services department will maintain dedicated customer service representatives to handle end-user issues such as call blocking or unblocking and setting up end-user payment accounts. The customer service representatives are available 24 hours a day, 7 days a week by telephone at 800-844-6591, via chat by visiting our website www.securustech.net, by email at CustomerService@Securustech.net, and by facsimile at 972-277-0714. In addition, we will maintain an automated inquiry system on a toll-free customer service phone line that will be available to end-users 24 hours a day, 7 days a week to provide basic information and handle most routine activities. We will also accept payments from end-users by credit card, check, and cash deposit (such as by money order, MoneyGram or Western Union transfer).

INSTANT PAY™ PROGRAM

DESCRIPTION

The Instant Pay™ promotional program optimizes the call routing at Facilities by connecting as many calls as possible. If a call is attempted but there is no account or calling card open or in use to pay for the call, the call can be routed to the Instant Pay Program. The Instant Pay Program will offer the called party additional options to connect the call as well as provide information and promotional messaging on how to create a prepaid AdvanceConnect™ Account.

COMPENSATION

Pay Now™ Pay Now™ is an instant paid payment product available to facilities that have the Instant Pay promotional calling program installed that allows the called party to instantly pay for a single call using a debit or credit card in real-time as the call is being initiated. With Pay Now™, the called party may immediately pay using a credit or debit card for one single call or may elect to setup and / or fund a prepaid AdvanceConnect account. Provider will compensate the Customer at a rate of one and 60/100 dollars (\$1.60) for each call accepted and paid for using Pay Now™. Pay Now™ is not subject to any other compensation.

Text2Connect™ Text2Connect™ is a promotional program designed to get inmates in touch with Friends and Family members quickly and to encourage them to set up a prepaid AdvanceConnect™ account. If (a) an inmate attempts a call to a mobile phone, (b) the facility allows calls to mobile phones, and (c) the call cannot be billed by Provider, then call control will be assumed by our third-party provider. Our third-party provider will prompt the called party to double opt-in to accept and confirm the charges for a premium SMS text message and continue the call. Charges for the message are billed by the called party's mobile provider on their mobile phone bill. The called party receives a text message receipt for the call charges and is given instructions on how to open a prepaid AdvanceConnect™ account. Text2Connect™ is available through our third-party processor who maintains relationships with select mobile phone companies around the country and manages the connection.

Text2Connect™ promotional calls are not commissionable, and Provider will pay the Customer a bonus payment of thirty cents (\$0.30) for each transaction fee billed and collected by the wireless carrier completed through the Text2Connect™ platform. Bonus payments for each applicable connection will be added to your existing monthly commission statement. Text2Connect™ is not subject to any other compensation.

AUTOMATED INFORMATION SERVICES

DESCRIPTION: See attached Exhibit B attached hereto.

PREPAID CALLING CARDS

DESCRIPTION:

Upon receipt of your written request, we will provide you with inmate Prepaid Calling Cards, in such number that you specify, for resale to inmates at the Facilities specified in the chart below. Prepaid Calling Cards are not returnable or refundable; all sales are final. Each Prepaid Calling Cards will be valid for no more than six (6) months from the date it is first used. The cards are subject to applicable local, state, and federal taxes plus any applicable per call surcharge fee. If you authorize us, we will deal with your third-party commissary operator ("Commissary Operator") for the sole purpose of selling Prepaid Calling Cards to you. If that is the case, you shall notify us in writing of any change in the identity of the Commissary

Operator, which change shall be effective on the date that we receive the notice. Notwithstanding anything to the contrary, you will remain primarily liable for the payment for Prepaid Calling Cards sold to Commissary Operator on your behalf.

TAXES:

The face value of the Prepaid Calling Cards does not include any taxes or other fees. Provider will invoice Customer for each order of Prepaid Calling Cards. Customer agrees to pay the invoice within thirty (30) days of receipt of an accurate invoice, including all applicable sales taxes and other regulatory charges. Customer may provide a Sales and Use Tax Resale Certificate to Provider stating that Customer will be responsible for charging the applicable taxes to the end-users and for remitting the collected taxes to the proper taxing jurisdictions. If Provider receives a Sales and Use Tax Resale Certificate from Customer, Provider will not charge applicable sales taxes on Customer invoices for Prepaid Calling Cards purchases.

COMPENSATION:

The face value of the Cards less the applicable percentage specified in the chart below plus any applicable sales tax and shipping charges shall be due and payable within thirty (30) days after receipt of an accurate invoice. After such thirty (30) day period, then we reserve the right to charge interest on the overdue amount at the lower of (a) fifteen percent (15%) per annum or (b) the maximum rate allowed by law and to deduct the invoice price of the Cards plus any accrued interest from any amounts we owe you until paid in full. If you authorize us in writing we will deduct amounts owed from your earned Commissions. If the amounts owed exceed the Commission for the relevant month or if, for any reason, the Agreement terminates or expires during the relevant month, then we will invoice you for the balance which shall be due within thirty (30) days after receipt of an accurate invoice. All applicable sales taxes will be charged on the invoiced amount of the Prepaid Calling Card sale, unless Customer provides us a valid reseller's certificate before the time of sale.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Discount Percentage
Union County Jail 3344 Presson Road Monroe, NC 28112	62%

INTERNATIONAL COLLECT

Customer may choose, at its sole option, to have Provider provide International Collect calling services. If Customer chooses to have Provider provide International Collect calling services, then Customer may terminate such service at any time, without penalty. Provider does not provide International Collect calling services without the use of a third-party vendor. Provider shall be obligated to pay Customer only those commissions calculated on the "Gross Revenue Received" (defined below) that is generated by International Collect calls. For the purpose of International Collect calls using a third-party vendor, Gross Revenue Received shall be defined as the payments that Provider receives from its third-party vendor providing the International Collect calling service.

Provider shall make commercially reasonable efforts to ensure that it receives revenues from its third-party vendor on a monthly basis. Provider shall notify Customer, within thirty (30) days, if Provider's third-party vendor providing the International Collect calls fails to remit payment or report completed International Collect calls for any period during the Term of this Agreement. If Provider's third-party vendor does not perform the agreed upon responsibilities, as predetermined between Provider and such third-party vendor, Provider shall immediately notify Customer.

Provider reserves the right, in its sole discretion, to terminate International Collect calling services at any time during the Term of the Agreement if its third-party vendor no longer offers International Collect services. Provider shall work with Customer to identify and implement an alternative to International Collect services such as offering Prepaid Calling Cards that can be used to pay for international calls.

Provider shall remit commission payments and traffic reports that it receives from the third-party vendor to Customer on a monthly basis identifying all Gross Revenue Received for International Collect calls by Provider. Payments and reports due to Customer hereunder shall be made by Provider no later than thirty (30) days of the second month following the month of traffic.

VOICE MESSAGING

DESCRIPTION:

The Voice Messaging application, which Customer may choose to have Provider provide at Customer's sole option, provides a secure, password protected, 2-way communication vehicle for Inmates and Friends and Family members with which they can leave voice messages. The messaging service can be terminated at will for particular inmates. No additional equipment is provided with this application.

COMPENSATION:

When we begin charging for this application, a \$0.75 transaction fee plus applicable taxes will be charged to the end-user for each message delivered. The Customer will receive \$0.25 for each transaction fee collected by Provider. All Messaging payments shall be final and binding upon you unless we receive written objection within sixty (60) days after payment to you.

COIN PAY PHONE SERVICE

DESCRIPTION:

We will, as a courtesy to you, provide you with the use of two (2) coin pay phones (the "Coin Pay Phones") at the Facilities specified in the chart below.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Number of Phones
Union County Jail 3344 Presson Road Monroe, NC 28112	2

THREADS™

DESCRIPTION:

The THREADS™ application allows authorized law enforcement users to analyze corrections and communications data from multiple sources to generate targeted investigative leads. THREADS™ has three main components: data analysis, data review, and data import. In addition, THREADS™ offers an optional "community" feature, which allows member correctional facilities to access and analyze corrections communications data from other correctional facilities within the community and data imported by other community members. Customer's use of THREADS™ is governed by and conditioned upon the terms set forth herein. Provider shall comply with any and all laws, regulations, and other legal requirements in its provision of the THREADS™ application.

COMMUNITY FEATURE:

Customer has elected to opt in to the community feature. The community feature allows authorized users access to analyze communications data generated from other corrections facilities within the community, as well as any data imported or added by other authorized community members. Customer acknowledges and understands that data from its facility or facilities will be made available to the community for analysis and review.

THREADS™ TERMS OF USE:

1. Customer will comply with all privacy, consumer protection, marketing, and data security laws and government guidelines applicable to Customer's access to and use of information obtained in connection with or through the THREADS™ application. Customer acknowledges and understands that the Customer is solely responsible for its compliance with such laws and that Provider makes no representation or warranty as to the legality of the use of the THREADS™ application or the information obtained in connection therewith. Provider shall have no obligation, responsibility, or liability for Customer's compliance with any and all laws, regulations, policies, rules or other requirements applicable to Customer by virtue of its use of the THREADS™ application.
2. Customer acknowledges that the information available through the THREADS™ application includes personally identifiable information and that it is Customer's obligation to keep all such accessed information secure. Accordingly, Customer shall (a) restrict access to THREADS™ to those law enforcement personnel who have a need to know as part of their official duties; (b) ensure that its employees (i) obtain and/or use information from the THREADS™ application only for lawful purposes and (ii) transmit or disclose any such information only as permitted or required by law; (c) keep all user identification numbers confidential and prohibit the sharing of user identification numbers; (d) use commercially reasonable efforts to monitor and prevent against unauthorized access to or use of the THREADS™ application and any information derived therefrom (whether in electronic form or hard copy); (e) notify Provider promptly of any such unauthorized access or use that Customer discovers or otherwise becomes aware of; and (f) unless required by law, purge all information obtained through the THREADS™ application and stored electronically or on hard copy by Customer within ninety (90) days of initial receipt or upon expiration of retention period required by law.
3. Customer understands and acknowledges that all information used and obtained in connection with the THREADS™ application is "AS IS." Customer further understands and acknowledges that THREADS™ uses data from third-party sources, which may or may not be thorough and/or accurate, and that Customer shall not rely on Provider for the accuracy or completeness of information obtained through the THREADS™ application. Customer understands and acknowledges that Customer may be restricted from accessing certain aspects of the THREADS™ application which may be otherwise available. Provider reserves the right to modify, enhance, or discontinue any of the features that are currently part of the THREADS™ application. Moreover, if Provider determines in its reasonable discretion that the THREADS™ application and/or Customer's use thereof (1) violates the terms and conditions set forth herein and/or in the Agreement or (2) violates any law or regulation or (3) is reasonably likely to be so determined, Provider may, upon written notice, immediately terminate Customer's access to the THREADS™ application.
4. PROVIDER DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE THREADS™ APPLICATION. IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER FROM RECEIPT OR USE OF INFORMATION OBTAINED IN CONNECTION WITH THE THREADS™ APPLICATION OR THE UNAVAILABILITY THEREOF.

LOCATION BASED SERVICES

DESCRIPTION

Securus' Location Based Services ("LBS") provides Customer with a mobile device user's approximate geographical location ("Mobile Location Data" or "MLD") by way of (i) information derived from calls placed on a Securus device by an inmate confined at a Customer Facility and received by such mobile device user, or (ii) mobile device user information (such as mobile device number) provided to Securus by Customer. When a mobile device user's prior approval is required by law for MLD to be provided to Customer, such approval will be obtained in accordance with wireless carrier-approved disclosure and opt-in processes, or Customer may identify the (near) real time location, on demand, of a suspect's cell phone (requires appropriate warrant documentation). LBS will capture approximate latitude and longitude coordinates of a mobile device user at the times at which the called party accepts the call, and when the call ends. LBS will display geographical information on a map and will combine covert alert functionality with approximate geographical coordinates when calls are accepted by the called party or end, and operate on demand in (near) real time. Customer's use of LBS is governed by and conditioned upon the terms set forth herein. Provider shall comply with any and all laws, regulations, and other legal requirements in its provision of the Location-Based Services application.

LBS TERMS OF USE:

1. Customer will comply with all privacy, consumer protection, marketing, and data security laws and government guidelines applicable to Customer's access to and use of information obtained in connection with or through the Location-Based Services application. Customer acknowledges and understands that the Customer is solely responsible for its compliance with such laws and that Provider makes no representation or warranty as to the legality of the use by Customer of the Location-Based Services application or the information obtained in connection therewith. Provider shall have no obligation, responsibility, or liability for Customer's compliance with any and all laws, regulations, policies, rules or other requirements applicable to Customer by virtue of its use of the Location-Based Services application.

2. Customer acknowledges that the information available through the Location-Based Services application includes personally identifiable information and that it is Customer's obligation to keep all such accessed information secure. Accordingly, Customer shall (a) restrict access to Location-Based Services to those law enforcement personnel who have a need to know as part of their official duties; (b) ensure that its employees (i) obtain and/or use information from the Location-Based Services application only for lawful purposes and (ii) transmit or disclose any such information only as permitted or required by law; (c) keep all user identification numbers confidential and prohibit the sharing of user identification numbers; (d) use commercially reasonable efforts to monitor and prevent against unauthorized access to or use of the Location-Based Services application and any information derived therefrom (whether in electronic form or hard copy); (e) notify Provider promptly of any such unauthorized access or use that Customer discovers or otherwise becomes aware of; and (f) unless required by law, purge all information obtained through the Location-Based Services application and stored electronically or on hard copy by Customer within ninety (90) days of initial receipt or upon expiration of retention period required by law.

3. Customer understands and acknowledges that all information used and obtained in connection with the Location-Based Services application is "AS IS." Customer further understands and acknowledges that Location-Based Services uses data from third-party sources, which may or may not be thorough and/or accurate, and that Customer shall not rely on Provider for the accuracy or completeness of information obtained through the Location-Based Services application. Customer understands and acknowledges that Customer may be restricted from accessing certain aspects of the Location-Based Services application which may be otherwise available. Provider reserves the right to modify, enhance, or discontinue any of the features that are currently part of the Location-Based Services application. Moreover, if Provider determines in its reasonable discretion that the Location-Based Services application and/or Customer's use thereof (1) violates the terms and conditions set forth herein and/or in the Agreement or (2) violates any law or regulation or (3) is reasonably likely to be so determined, Provider may, upon written notice, immediately terminate Customer's access to the Location-Based Services application.

4. PROVIDER DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE LOCATION-BASED SERVICES APPLICATION. IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER FROM RECEIPT OR USE OF INFORMATION OBTAINED IN CONNECTION WITH THE LOCATION-BASED SERVICES APPLICATION OR THE UNAVAILABILITY THEREOF.

CALLING RATES

Provider will charge rates that are in compliance with state and federal regulatory requirements. International rates, if applicable, will vary by country. All rates charged to end users will be described to, and accepted by, end users before Services will be provided.

Exhibit A: Customer Statement of Work

UNION COUNTY (NC)

A004230

This Customer Statement of Work is made part hereto and governed by the Master Services Agreement (the "Agreement") executed between Securus Technologies, Inc. ("we" or "Provider"), and Union County, acting through the Union County Sheriff's Office ("you" or "Customer"). The terms and conditions of said Agreement are incorporated herein by reference. This Customer Statement of Work shall be coterminous with the Agreement.

A. Applications. The parties agree that the Applications listed in the Service Schedule or below shall be provided and in accordance with the Service Level Agreements as described in the applicable section of the Service Schedule to the Agreement.

B. Equipment. We will provide the equipment/Applications in connection with the SCP services needed to support the required number and type of phones and other components and storage for 1 Year / Purge. Additional equipment or applications will be installed only upon mutual agreement by the parties, and may incur additional charges.

EXECUTED as of the Effective Date.

CUSTOMER:

Union County, acting through the Union County Sheriff's Office

By: 

Name: Cynthia A. Coto

Title: County Manager

By: 

Name: Eddie Cathey

Title: Union County Sheriff

PROVIDER:

Securus Technologies, Inc.

By: 

Name: Robert Pickens

Title: Chief Operating Officer

Please return signed contract to:

14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254

Attention: Contracts Administrator

Phone: (972) 277-0300



Exhibit B: AUTOMATED INFORMATION SERVICES UNION COUNTY (NC)

This Exhibit B is made part hereto and governed by the Master Services Agreement (the "Agreement") executed between Securus Technologies, Inc. ("we" or "Provider"), and Union County, acting through the Union County Sheriff's Office ("you" or "Customer"). The terms and conditions of said Agreement are incorporated herein by reference. This Exhibit B shall be coterminous with the Agreement.

1. DESCRIPTION.

We will provide the Automated Information Services (AIS™) through our third party vendor, Telerus, as described herein. The AIS™ application is designed to automate internal inquiries from detainees and outside calls from friends and family members on one single platform. In addition, the application is designed to allow inmates' friends & families the ability to open or fund a pre-paid telephone account as well as fund an inmate's trust account. The application is accessed through a telephone IVR system that is available to all callers. Once facility staff has uploaded all required information, the system is able to automate information such as:

- Commissary Balances (Pending MIS system data flow)
- Charge Information
- Court Appearance Dates, Times, Locations
- Bond Amounts, Types
- Projected Release Dates
- Visitation Eligibility, Times

Automated Information Services 2.0 is configurable to meet the specific needs of your facility. The standard option includes automation of inmate and facility information to constituents who call your existing main telephone number and to inmates at your facility. You can also choose to add any of the following additional options (check all that apply):

- ✓ Automation of inmate and facility information to constituents (standard)
- ✓ Automation of inmate and facility information to inmates (standard)
- ✓ Ability to open or fund a Securus pre-paid telephone account
- ✓ Ability to fund an inmate trust account

The application provides all information automatically without staff intervention 24/7 from any standard day-room or outside telephone with no new wiring required. Facility staff personnel must maintain information on the system. Customer shall be responsible for any/all integration fees incurred by their JMS/MIS system provider in order for AIS to receive inmate data.

2. COMPENSATION:

Notwithstanding anything herein to the contrary, Customer shall not be charged for any of the AIS™ application services described in this Exhibit B.

3. STATEMENT OF WORK:

a) Specifications and Assumptions

The system will contain two primary applications. The first application will automate answering of incoming calls from the public or "friends and family," the second will automate inmate information requests via existing inmate phones.

i. Outside "Friends and Family" Application

- Speech (Voice) Recognition including inmate identification by first and last name.
- Date of birth "fallback" to inmate name recognition.
- Text-to-Speech.
- Spanish Interface.
- Inmate Trust/Commissary deposits by major credit card.
- Securus Pre-paid Phone account funding by major credit card (available for Securus phone customers only).
- Charges.

- Bond Amounts and Types.
- Court Dates, Times, and Locations.
- Visitation eligibility and times including times by inmate name, housing location.
- Visits remaining for the week.
- Inmate location (if multiple addresses).
- Projected Release Dates.
- Identification of detainers and holds.
- Support for inmate types such as regular, federal, juvenile.
- Blocking of sensitive (sex, child crime charges) inmates.
- General Facility Information including facility location, directions, hours, mailing policies, visitation policies, money deposit policies, medication/prescriptions policies, inmate phone system information, and commonly requested phone numbers.
- Porting of existing facility phone numbers to secure hosting facility. No limit – as many numbers as desired can be pointed to AIS.
- Transfers of exception callers back to Facility staff members for personal assistance.
- Queuing with hold music and updates for transferred callers when Facility staff members are unavailable.

ii. Inmate Application

- Seamless integration with provider's Inmate Phone System, IE: "Press *11 for Automated Inmate Information."
- Spanish Interface.
- Commissary Balances.
- Charges.
- Court Dates and Locations.
- Bond Amounts and Types.
- Visitation eligibility and times including times by inmate name, housing location.
- Visits remaining for the week.
- Inmate location (if multiple addresses).
- Identification of detainers and holds.
- Projected Release Dates.

iii. Overall

- JMS integration for the Outside Application and the Inmate Application will be through flat-file, FTP imports. Imports take place in pre-determined intervals; fifteen minutes is standard. Customer will push Pipe, Comma, or Tab Delimited formatted data to a password protected FTP site.
- Hosting from Class III data center located in Denver, CO, including features such as multiple power redundancies, climate control, biometric security, and raised floors.
- Unlimited usage per month included (no cap on minutes).
- Call Summary and Port Usage Reports emailed or faxed on weekly or monthly basis.


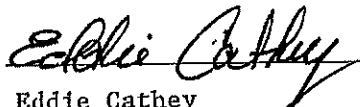

b) Implementation Overview (timeline, roles, responsibilities):

- Week 1, Project Kickoff Call: Conference call to identify points of contact, review implementation plan, confirm system features, goals, and confirm specific dates of the timeline. Participants: Telerus, Provider, and Facility.
- Week 2, Configuration Planning: Completion of online survey by facility administrative representative. Review and processing of responses by Telerus. Meeting with technical representation (Facility IT and/or JMS Provider) to discuss data export. Participants: Telerus, Provider, and Facility.
- Week 3, User Demo Round 1: Based on the responses to the online survey, Telerus drafts and records general information scripts with a professional voice talent. The voice files are

demonstrated for facility personnel prior to public access. Participants: Telerus and Facility.

- Week 4, Lobby Go Live: "Did you Know" signs are posted in the Facility lobby advising them of the availability of general facility information by phone. Participants: Telerus, Provider and Facility.
 - Week 5, Data Export: Telerus consults with Facility IT and/or JMS provider to initiate FTP data stream and validate export file contents. Participants: Telerus and Facility.
 - Week 6, QA: Telerus QA staff identifies applicable test cases and simulates calls from the public and inmates. Development and configuration changes are executed as necessary. Participants: Telerus and Facility.
 - Week 7, User Demo Round 2: Full feature demonstration, including inmate specific data lookups for both public and inmates, conducted for Facility. Participants: Telerus and Facility.
 - Week 8, Spanish Translation and Recording: With the English scripts finalized for go live, Spanish translation and recording is performed. Participant: Telerus.
 - Week 9, Telecom Integration and Full Go live: With assistance from Facility Telecom and/or appropriate vendor(s), phone system integration is executed. Lobby "Did You Know" signs are updated and inmate side signs posted. Participant: Telerus and Facility.
- c) Equipment. Since the AIS™ solution will be hosted, no new equipment will be installed at Customer Facility. However, Customer will be required to push (through secure FTP) flat file imports in 15-minute intervals, which will require resources of a server class machine with a stable and continuous Internet connection.
- d) Service Level Agreements
- Uptime availability: 99%, apart from scheduled downtime, tracked and reset on a monthly basis.
 - Seven days a week, 24 hours/day coverage.
 - 800-number phone/pager and email access to the Provider/Telerus support team.
 - One-hour, or better, response to support calls.
 - Assignment of trouble ticket tracking number to each incident with resolution plan communicated within 24 hours.
 - One-business day, or better, response to support emails.
 - Remote diagnostics and resolution of software issues.
 - Voice file re-recordings not to exceed 1 hour per month.
 - New releases of product documentation.
 - Quarterly system review teleconferences including recaps of all incidents and resolutions.

IN WITNESS WHEREOF, the parties have caused this Exhibit B to be executed as of the Schedule Effective Date by their duly authorized representatives.

CUSTOMER: Union County, acting through the Union County Sheriff's Office By:  Name: <u>Cynthia A. Coto</u> Title: <u>County Manager</u> By:  Name: <u>Eddie Cathey</u> Title: <u>Union County Sheriff</u>	PROVIDER: Securus Technologies, Inc. By:  Name: <u>Robert Pickens</u> Title: <u>COO</u>
---	--

Please Expedite

Procurement Use ONLY: Contract #

4441

CONTRACT/AGREEMENT ROUTING FORM

To be Completed by Department

Note: Incomplete packages will be returned to the departments.

Date Submitted for Routing: 05/26/16 Submitted By: Robin Hunter

Party/Vendor Name Securus Technologies, Inc. Contact Email _____

Party/Vendor Contact Person: Robert Pickens, Chief Operating Officer Contact Phone: (972) 277-0300

Party/Vendor Mailing Address: 14651 Dallas Parkway Sixth Floor

City: Dallas State: TX Zip: 75254

(If the above information is inaccurate, a delay in contract processing could occur)

Department: Sheriff's Office-Detention Div. Department Point of Contact: Dorothy Thomas

Contract Purpose/Description: Inmate Telephone Services

Solicitation/Project#: _____ # of Copies: _____

Budget Code 10-443135-4570 Amount: 62% gross revenue; est. 35-40k annually

☐ Amounts expended or received pursuant to this Agreement will be more than \$100,000.

Contract Start Date: (Select One) ☐ Based on Final Signature OR ☐ Specific Start Date (Note Date) _____

Type of Contract: (Select One) ☐ New ☐ Renewal ☒ Amendment- Original Contract# 3361

Contract is: (Select all applicable) ☐ State Funded ☐ Federal Funded ☐ State Contract ☐ Other

If this is a grant agreement, pre-application has been authorized by the Board of Commissioners?

(Select one) ☐ Yes ☐ No Date of authorization: _____

Executive Director Signature: [Signature] Date: 05/26/16

Signature confirms that document has been reviewed and approved by the Department Head as to technical content.

For Internal Use Only

At completion of each signature, package should be returned to Procurement for routing.

PROCUREMENT Start Date for Internal Routing: 5/26/16 (To be completed by Purchasing)

☐ Authorize Department to enter Site Agenda Information with Completed package attached, Requested Meeting Date: _____

RISK MANAGEMENT Signed: [Signature] Date: 5/26/16

Signature confirms that document has been reviewed and approved by the Risk Management leadership.

☐ Use Standard Template (Include these coverages: ☐ CGL; ☐ Auto; ☐ WC; ☐ Professional; ☐ Property; ☐ Pollution; ☐ Technology E&O

☐ See Working Copy ☒ No Insurance Required ☐ Current COI on File

Notes: amendment

INFORMATION TECH Signed: _____ Date: _____

Signature confirms that document has been reviewed as to technical content and approved by the Information Technology Director.

LEGAL Signed: [Signature] Date: 6/6/16

Signature confirms that document has been reviewed and approved as to legal form by the Attorney and stamp affixed thereto.

☒ Approval by Manager ☐ Board Authorization Required

FINANCE Signed: _____ Date: _____

The Finance Director/ Deputy Finance Director affirm that this has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

☐ Sufficient funds available ☐ Conditioned upon appropriation ☐ Budget Amendment Necessary; Attached ☐ Yes ☐ No

PO# _____ Vendor # _____

COUNTY MANAGER Signed: [Signature] Date: 6-08-16

Signature confirms that document has been reviewed and its approval recommended by the County Manager.

CLERK Signed: [Signature] Date: 6-7-2016

Signature confirms that document has been reviewed and seal affixed and/or signatures witnessed.

Approved By Board: ☐ Yes ☐ No Meeting date _____

Signature(s) Required: ☐ Board chairman ☐ County Manager ☐ Finance Director ☐ Clerk ☐ Attorney ☐ Information Tech. Director ☐ Other

PROCUREMENT Signed: [Signature] Date: 10/17/16

Date to Vendor 6/8/16 Date Vendor return to Procurement 10/19/16

10/10/16

Phone call to
Bob Pickens
on status of

RECEIVED
UNION COUNTY

OCT 17 1969

FINANCE OFFICE

A-4967

CONTRACT/AGREEMENT ROUTING FORM**To be Completed by Department**

Note: Incomplete packages will be returned to the departments.

Date Submitted for Routing: 05/16/17 Submitted By: Robin Hunter # of Copies: _____

Party/Vendor Name: Securus Technologies, Inc.

Party/Vendor Contact Person: Robert Pickens, COO

Contact Email: _____

Party/Vendor Mailing Address: 14651 Dallas Parkway Sixth Floor

City: Dallas

State: TX

Zip: 75254

Contact Phone: (972)277-0300

Department: Sheriff's Office

Department Point of Contact: Dorothy Thomas/Robin Hunter

Contract Purpose/Description: Inmate Telephone Services

Solicitation#: _____ Budget Code: 10-443136-4570 Amount: 62% Gross Revenue

☐ Amounts expended or received pursuant to this Agreement will be more than \$100,000.Contract Start Date: (Select One) ☐ Based on Final Signature OR ☐ Specific Start Date (Note Date) _____Type of Contract: (Select One) ☐ New ☐ Renewal ☒ Amendment- Original Contract# 3361Contract Is: (Select all applicable) ☐ State Funded ☐ Federal Funded ☐ State Contract ☐ Other

If this is a grant agreement, pre-application has been authorized by the Board of Commissioners?

Select one) ☐ Yes ☐ No Date of authorization: _____Executive Director Signature: [Signature] Date: 5-16-17

Signature confirms that document has been reviewed and approved by the Department Head as to technical content.

For Internal Use Only

At completion of each signature, package should be returned to Procurement for routing.

PROCUREMENT Start Date for Internal Routing: 6-5-17 ☐ HUB Certified (If Applicable)☐ Notified Department to enter Sire Agenda Information with Completed package attached. Requested Meeting Date: _____RISK MANAGEMENT Signed: [Signature] Date: 6/5/17

Signature confirms that document has been reviewed and approved by the Risk Management leadership.

☒ Use Standard Template (Include these coverages: ☒ CGL; ☒ Auto; ☒ WC; ☐ Professional; ☐ Property; ☐ Pollution; ☐ Network Security☐ See Working Copy ☐ No Insurance Required ☒ Current COI on File ☐ Insurance memo sent to Procurement

Notes: _____

INFORMATION TECH Signed: _____ Date: _____
Signature confirms that document has been reviewed as to technical content and approved by the Information Technology Director.LEGAL Signed: [Signature] Date: 6/20/17
Signature confirms that document has been reviewed and approved as to legal form by the Attorney and stamp affixed thereto.☒ Approval by Manager ☐ Board Authorization Required Re-process 10/11/18 CMACCOUNTS PAYABLE Signed: [Signature] Date: 10/17/17
W9 Processed ☒ YES ☐ NO Vendor # 5390 R# _____BUDGET Signed: NIA Date: _____
☐ The Finance Director/ Deputy Finance Director affirm that this has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.
☐ NO PRE-AUDIT REQUIRED ☐ Conditioned upon appropriation
☐ Sufficient funds available PO# _____ ☐ Budget Amendment Necessary; Attached ☐ Yes ☐ NoCOUNTY MANAGER Signed: [Signature] Date: 5-19-18
Signature confirms that document has been reviewed and its approval recommended by the County Manager.CLERK Signed: [Signature] Date: 2/16/18
Signature confirms that document has been reviewed and seal affixed and/or signatures witnessed.Approved By Board ☐ Yes ☐ No Meeting date _____Signature(s) Required: ☐ Board chairman ☐ County Manager ☐ Finance Director ☐ Clerk ☐ Attorney ☐ Information Tech. Director ☐ OtherPROCUREMENT Signed: [Signature] Date: 2/19/18

Date to Vendor 10/17/17 Date Vendor return to Procurement 2/16/18

CONTRACT/AGREEMENT ROUTING FORM**To be Completed by Department**

Note: Incomplete packages will be returned to the departments.

Date Submitted for Routing: 05/10/17 Submitted By: Robin Hunter # of Copies: _____Party/Vendor Name Securus Technologies, Inc.Party/Vendor Contact Person: Robert Pickens, COO Contact Email: _____Party/Vendor Mailing Address: 14851 Dallas Parkway Sixth FloorCity: Dallas State: TX Zip: 75254 Contact Phone: (972)277-0300Department: Sherriff's Office Department Point of Contact: Dorothy Thomas/Robin HunterContract Purpose/Description: Inmate Telephone ServicesSolicitation#: _____ Budget Code 10-443185-4570 Amount: 62% Gross Revenue☐ Amounts expended or received pursuant to this Agreement will be more than \$100,000.Contract Start Date: (Select One) ☐ Based on Final Signature or ☐ Specific Start Date (Note Date) _____Type of Contract: (Select One) ☐ New ☐ Renewal ☒ Amendment- Original Contract# 3361Contract Is: (Select all applicable) ☐ State Funded ☐ Federal Funded ☐ State Contract ☐ Other

If this is a grant agreement, pre-application has been authorized by the Board of Commissioners?

Select one) ☐ Yes ☐ No Date of authorization: _____Executive Director Signature: [Signature] Date: 5-16-17

Signature confirms that document has been reviewed and approved by the Department Head as to technical content.

For Internal Use Only

At completion of each signature, package should be returned to Procurement for routing.

PROCUREMENT Start Date for Internal Routing: 6-5-17 ☐ HUB Certified (If Applicable)☐ Notified Department to enter Sire Agenda Information with Completed package attached. Requested Meeting Date: _____

RISK MANAGEMENT Signed: _____ Date: _____

Signature confirms that document has been reviewed and approved by the Risk Management leadership.

☐ Use Standard Template (include these coverages: ☐ CGL; ☐ Auto; ☐ WC; ☐ Professional; ☐ Property; ☐ Pollution; ☐ Network Security☐ See Working Copy ☐ No Insurance Required ☐ Current COI on File ☐ Insurance memo sent to Procurement

Notes: _____

INFORMATION TECH Signed: Carl Lucas Date: 6/14/2017

Signature confirms that document has been reviewed as to technical content and approved by the Information Technology Director.

LEGAL Signed: _____ Date: _____

Signature confirms that document has been reviewed and approved as to legal form by the Attorney and stamp affixed thereto.

☐ Approval by Manager ☐ Board Authorization Required

ACCOUNTS PAYABLE Signed: _____ Date: _____

W9 Processed ☐ YES ☐ NO Vendor # _____ RI# _____

BUDGET Signed: _____ Date: _____

☐ The Finance Director/ Deputy Finance Director affirm that this has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.☐ NO PRE-AUDIT REQUIRED ☐ Conditioned upon appropriation☐ Sufficient funds available PO# _____ ☐ Budget Amendment Necessary: Attached ☐ Yes ☐ No

COUNTY MANAGER Signed: _____ Date: _____

Signature confirms that document has been reviewed and its approval recommended by the County Manager.

CLERK Signed: _____ Date: _____

Signature confirms that document has been reviewed and seal affixed and/or signatures witnessed.

Approved By Board ☐ Yes ☐ No Meeting date _____Signature(s) Required: ☐ Board chairman ☐ County Manager ☐ Finance Director ☐ Clerk ☐ Attorney ☐ Information Tech. Director ☐ Other

PROCUREMENT Signed: _____ Date: _____

Date to Vendor _____ Date Vendor return to Procurement _____

**SECOND AMENDMENT
TO
MASTER SERVICES AGREEMENT**

This **SECOND AMENDMENT** ("Second Amendment") is effective as of the last date signed by either party ("Second Amendment Effective Date") and amends and supplements that certain Master Services Agreement by and between Securus Technologies, Inc. ("we," "us," or "Provider") and Union County, acting through the Union County Sheriff's Office ("you" or "Customer") dated January 10, 2014, as subsequently amended (the "Agreement").

WHEREAS Customer and Provider are parties to the Agreement and desire to amend the terms as stated herein;

NOW, THEREFORE, as of the Second Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Additional Applications. As of the Second Amendment Effective Date, the LOCATION BASED SERVICES section on page 12 of the Agreement is deleted in its entirety and the following Applications are added to the Agreement:

LOCATION BASED SERVICES

DESCRIPTION:

Securus' Location Based Services ("LBS") provides Customer with a mobile device user's approximate geographical location ("Mobile Location Data" or "MLD") by way of (i) information derived from calls placed on a Securus device by an Inmate confined at a Customer Facility and received by such mobile device user, or (ii) mobile device user information (such as mobile device number) provided to Securus by Customer. When a mobile device user's prior approval is required by law for MLD to be provided to Customer, such approval will be obtained in accordance with wireless carrier-approved disclosure and opt-in processes. LBS will capture approximate latitude and longitude coordinates of a mobile device user at the times at which the called party accepts the call, and when the call ends. LBS will display geographical information on a map and will combine covert alert functionality with approximate geographical coordinates when calls are accepted by the called party or end, and operate on demand in (near) real time. Customer's use of LBS is governed by and conditioned upon the terms set forth herein.

COMPENSATION:

We will provide LBS at no cost to you.

LBS TERMS OF USE:

1. Customer will comply with all privacy, consumer protection, marketing, and data security laws and government guidelines applicable to Customer's access to and use of information obtained in connection with or through the Location-Based Services application. Customer acknowledges and understands that the Customer is solely responsible for its compliance with such laws and that Provider makes no representation or warranty as to the legality of the use by Customer of the Location-Based Services application or the information obtained in connection therewith. Provider will have no obligation, responsibility, or liability for Customer's compliance with any and all laws, regulations, policies, rules or other requirements applicable to Customer by virtue of its use of the Location-Based Services application.
2. Customer acknowledges that the information available through the Location-Based Services application includes personally identifiable information and that it is Customer's obligation to keep all such accessed information secure. Accordingly, Customer will (a) restrict access to Location-Based Services to those law enforcement personnel who have a need to know as part of their official duties; (b) ensure that its employees (i) obtain and/or use information from the Location-Based Services application only for lawful purposes and (ii) transmit or disclose any such information only as permitted or required by law; (c) keep all user identification numbers confidential and prohibit the sharing of user identification numbers; (d) use commercially reasonable efforts to monitor and prevent against unauthorized access to or use of the Location-Based Services application and any information derived therefrom (whether in electronic form or hard copy); (e) notify Provider promptly of any such unauthorized access or use that Customer discovers or otherwise becomes aware of; and (f) unless required by law, purge all information obtained through the Location-Based Services application and stored electronically or on hard copy by Customer within ninety (90) days of initial receipt or upon expiration of retention period required by law.
3. Customer understands and acknowledges that all information used and obtained in connection with the Location-Based Services application is "**AS IS**." Customer further understands and acknowledges that Location

Based Services uses data from third-party sources, which may or may not be thorough and/or accurate, and that Customer will not rely on Provider for the accuracy or completeness of information obtained through the Location-Based Services application. Customer understands and acknowledges that Customer may be restricted from accessing certain aspects of the Location-Based Services application which may be otherwise available. Provider reserves the right to modify, enhance, or discontinue any of the features that are currently part of the Location-Based Services application. Moreover, if Provider determines in its sole discretion that the Location-Based Services application and/or Customer's use thereof (1) violates the terms and conditions set forth herein and/or in the Agreement or (2) violates any law or regulation or (3) is reasonably likely to be so determined, Provider may, upon written notice, immediately terminate Customer's access to the Location-Based Services application and will have no further liability or responsibility to Customer with respect thereto.

4. Provider will have no liability to Customer (or to any person to whom Customer may have provided data from the Location-Based Services application) for any loss or injury arising out of or in connection with the Location-Based Services application or Customer's use thereof. If, notwithstanding the foregoing, liability can be imposed on Provider, Customer agrees that Provider's aggregate liability for any and all losses or injuries arising out of any act or omission of Provider in connection with the Location-Based Services application, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, will never exceed \$100.00. Customer covenants and promises that it will not seek to recover from Provider an amount greater than such sum even if Customer was advised of the possibility of such damages. PROVIDER DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE LOCATION-BASED SERVICES APPLICATION. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE LOCATION-BASED SERVICES APPLICATION OR INFORMATION OBTAINED IN CONNECTION THEREWITH. IN NO EVENT WILL PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER FROM RECEIPT OR USE OF INFORMATION OBTAINED IN CONNECTION WITH THE LOCATION-BASED SERVICES APPLICATION OR THE UNAVAILABILITY THEREOF.

5. To the extent permitted by applicable law, Customer hereby agrees to protect, indemnify, defend, and hold harmless Provider from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to Customer's use of the Location-Based Services application or information obtained in connection therewith.

INVESTIGATOR PRO™

DESCRIPTION:

Investigator Pro™ is a telephone safety, security, and investigative feature of SCP. Investigator Pro™ uses continuous voice identification technology to determine what inmate(s) are speaking on the call, detect certain three-way call violations, and help investigators find correlations between calls that might otherwise go undetected. Inmates must participate in a supervised voice print enrollment process. This inmate voice print enrollment process will be the responsibility of Customer.

COMPENSATION:

We will provide Investigator Pro™ at no cost to you.

2. Private Number Designation. We will continue to provide you with the ability to designate certain numbers (for example, attorney or clergy numbers) as "Private" within our Secure Call Platform. Calls to numbers designated as Private will not be recorded by us. Although we will maintain your Private list within our Secure Call Platform, you acknowledge and agree that you will have the sole discretion, authority, and responsibility for designating numbers as Private, and that we have no discretion, authority, or responsibility for making such designations, unless done so at your instruction. Further, to the fullest extent allowed by applicable law, you and/or your employees, agents, or contractors agree to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) arising out of the recording or monitoring of calls to numbers that should have been, but were not, designated by you as Private.

3. FCC Rate Order. Notwithstanding anything to the contrary contained in the Agreement, in accordance with Federal Communications Commission 47 CFR Part 64 [WC Docket No. 12-375; FCC 13-113] – Rates for Interstate Calling Services - effective as of February 11, 2014, the Agreement shall be modified to reflect that no commission shall be paid on revenues earned through the completion of interstate calls of any type, and the discount percentage for prepaid calling cards shall be reduced by the applicable percentage attributable to interstate calling revenue from Customer's Facility.

4. Address Change. Provider's Notice and Payment addresses are hereby changed to the following:

Notice Address:

4000 International Parkway
Carrollton, Texas 75007
Attention: General Counsel

Payment Address:


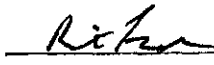
4000 International Parkway
Carrollton, Texas 75007
Attention: Accounts Payable
Phone: (972) 277-0335


Phone: (972) 277-0335

5. Notwithstanding anything herein to the contrary, Provider acknowledges that Customer is subject to Chapter 132 of the North Carolina General Statutes, the Public Records Act, and that this Second Amendment, including all documents incorporated by reference, shall be a public record as defined in such Act, and as such, will be open to public disclosure and copying.

6. Except as expressly amended by this Second Amendment, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

EXECUTED as of the Second Amendment Effective Date.

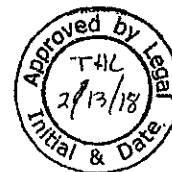
CUSTOMER: Union County, acting through the Union County Sheriff's Office By:  Name: <u>Cynthia A. Coto</u> Title: <u>County Manager</u> Date: <u>2-19-18</u>	PROVIDER: Securus Technologies, Inc. By:  Name: <u>Robert Pickens</u> Title: <u>President</u> Date: <u>2-24-18</u>
---	--



Please return signed contract to:

4000 International Parkway
Carrollton, Texas 75007
Attention: Contracts Administrator
Phone: (972) 277-0300

Approved As To Legal Form 



CONTRACT/AGREEMENT ROUTING FORM**To be Completed by Department**

Note: Incomplete packages will be returned to the departments.

Date Submitted for Routing: 6/23/2015 Submitted By: Dorothy Thomas

Party/Vendor Name Oasis Management Systems, Inc Contact Email bkennedy@oasiscommissary.com

Party/Vendor Contact Person: Beth Kennedy Contact Phone: 770-889-9191

Party/Vendor Mailing Address: 5320 Lake Pointe Center Drive, Suite A

City: Cumming State: GA Zip: 30041
(If the above information is inaccurate, a delay in contract processing could occur)

Department: Union County Sheriff's Office- Jail Department Point of Contact: Dorothy Thomas

Contract Purpose/Description: Implementation of Inmate Commissary Services by Oasis Management Systems, INC

Solicitation/Project#: _____ # of Copies: 2

Budget Code 10443108-4570 Amount: \$18,000

☐ Amounts expended or received pursuant to this Agreement will be more than \$100,000.

Contract Start Date: (Select One) ☐ Based on Final Signature OR ☒ Specific Start Date (Note Date) 9/30/2015

Type of Contract: (Select One) ☒ New ☐ Renewal ☐ Amendment- Original Contract# _____

Contract Is: (Select all applicable) ☐ State Funded ☐ Federal Funded ☐ State Contract ☐ Other

If this is a grant agreement, pre-application has been authorized by the Board of Commissioners?
 (Select one) ☐ Yes ☐ No Date of authorization: _____

Executive Director Signature: Eddie Collier Date: 6-23-2015
Signature confirms that document has been reviewed and approved by the Department Head as to technical content.

For Internal Use Only

At completion of each signature, package should be returned to Procurement for routing.

PROCUREMENT Start Date for Internal Routing: 6-24-15 (To be completed by Purchasing)
☐ Authorize Department to enter Site Agenda Information with Completed package attached. Requested Meeting Date: _____

RISK MANAGEMENT Signed: [Signature] Date: 6/25/15
Signature confirms that document has been reviewed and approved by the Risk Management leadership.

☒ Use Standard Template (Include these coverages: ☒ CGL; ☒ Auto; ☒ WC; ☐ Professional; ☐ Property; ☐ Pollution; ☐ Technology E&O
☐ See Working Copy ☐ No Insurance Required ☐ Current COI on File ☒ Fiduciary Liability \$250,000

Notes: _____

INFORMATION TECH Signed: _____ Date: _____
Signature confirms that document has been reviewed as to technical content and approved by the Information Technology Director.

LEGAL Signed: Carolyn A. May Date: 7/15/15
Signature confirms that document has been reviewed and approved as to legal form by the Attorney and stamp affixed thereto.
☒ Approval by Manager ☐ Board Authorization Required

FINANCE Signed: [Signature] Date: 7/14/15
The Finance Director/ Deputy Finance Director affirm that this has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.
☐ Sufficient funds available ☐ Conditioned upon appropriation ☐ Budget Amendment Necessary; Attached ☐ Yes ☐ No
 PO# N/A Vendor # N/A

COUNTY MANAGER Signed: [Signature] Date: 7-20-15
Signature confirms that document has been reviewed and its approval recommended by the County Manager.

CLERK Signed: Lynn D. West Date: 7/17/15
Signature confirms that document has been reviewed and seal affixed and/or signatures witnessed.
 Approved By Board: ☐ Yes ☐ No Meeting date _____

Signature(s) Required: ☐ Board chairman ☐ County Manager ☐ Finance Director ☐ Clerk ☐ Attorney ☐ Information Tech. Director ☐ Other

PROCUREMENT * Signed: Jana Hone Date: 8/5/15
 Date to Vendor _____ Date Vendor return to Procurement 8/4/15

* Please see attached memo. Thanks! CM

FINANCE OFFICE

JUN 24 2015

RECEIVED
COMMUNITY

Handwritten signature and date: 6/24/15

CONTRACT/AGREEMENT ROUTING FORM**To be Completed by Department***Note: Incomplete packages will be returned to the departments.*Date Submitted for Routing: 6/23/2015Submitted By: Dorothy ThomasParty/Vendor Name Oasis Management Systems, IncContact Email bkenney@oasiscommissary.comParty/Vendor Contact Person: Beth KennedyContact Phone: 770-889-9191Party/Vendor Mailing Address: 5320 Lake Pointe Center Drive, Suite ACity: CummingState: GAZip: 30041*(If the above information is inaccurate, a delay in contract processing could occur)*Department: Union County Sheriff's Office- JailDepartment Point of Contact: Dorothy ThomasContract Purpose/Description: Implementation of Inmate Commissary Services by Oasis Management Systems, INC

Solicitation/Project#: _____

of Copies: 2Budget Code 10443108-4570Amount: \$18,000☐ Amounts expended or received pursuant to this Agreement will be more than \$100,000.Contract Start Date: (Select One) ☐ Based on Final Signature OR ☒ Specific Start Date (Note Date) 9/30/2015

Type of Contract: (Select One)

☒ New☐ Renewal☐ Amendment- Original Contract# _____

Contract is: (Select all applicable)

☐ State Funded☐ Federal Funded☐ State Contract☐ Other

If this is a grant agreement, pre-application has been authorized by the Board of Commissioners?

(Select one)

☐ Yes☐ No

Date of authorization: _____

Executive Director Signature: _____

Date: 6-23-2015*Signature confirms that document has been reviewed and approved by the Department Head as to technical content.***For Internal Use Only***At completion of each signature, package should be returned to Procurement for routing.*

PROCUREMENT

Start Date for Internal Routing: 6-24-15

(To be completed by Purchasing)

☐ Authorize Department to enter Site Agenda Information with Completed package attached. Requested Meeting Date: _____

RISK MANAGEMENT Signed: _____

Date: 6/25/15*Signature confirms that document has been reviewed and approved by the Risk Management Leadership.*☒ Use Standard Template (Include these coverages: ☒ CGL; ☒ Auto; ☒ WC; ☐ Professional; ☐ Property; ☐ Pollution; ☐ Technology E&O☐ See Working Copy ☐ No Insurance Required ☐ Current COI on File☒ Fiduciary Liability \$250,000

Notes: _____

INFORMATION TECH

Signed: Carl LucasDate: 6/26/2015*Signature confirms that document has been reviewed as to technical content and approved by the Information Technology Director.*

LEGAL

Signed: _____

Date: _____

Signature confirms that document has been reviewed and approved as to legal form by the Attorney and stamp affixed thereto.☐ Approval by Manager☐ Board Authorization Required

FINANCE

Signed: _____

Date: _____

The Finance Director/ Deputy Finance Director affirm that this has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.☐ Sufficient funds available☐ Conditioned upon appropriation☐ Budget Amendment Necessary; Attached ☐ Yes ☐ No

PO# _____

Vendor # _____

COUNTY MANAGER

Signed: _____

Date: _____

Signature confirms that document has been reviewed and its approval recommended by the County Manager.

CLERK

Signed: _____

Date: _____

*Signature confirms that document has been reviewed and seal affixed and/or signatures witnessed.*Approved By Board: ☐ Yes ☐ No Meeting date _____

Signature(s) Required:

☐ Board chairman☐ County Manager☐ Finance Director☐ Clerk☐ Attorney☐ Information Tech. Director☐ Other

PROCUREMENT

Signed: _____

Date: _____

Date to Vendor _____

Date Vendor return to Procurement _____

Inmate Commissary Agreement

THIS AGREEMENT, made this 20 day of July 2015, by and between Oasis Management Systems, Inc., a Georgia Corporation, with its principal offices located at 5320 Lake Pointe Center Drive, Suite A, Cumming, Georgia 30041 (hereinafter referred to as "Oasis") and Union County, acting through the Union County Sheriff's Office, located at 3344 Presson Road, Monroe, NC 28112 (hereinafter referred to as "Client").

1. **RIGHT AND TERM.** Oasis is hereby given and granted the exclusive right to operate all inmate commissary sales and services on the Client's premises located in Monroe, NC. All profits or losses from the commissary operations will be for Oasis' account. The term of this agreement will begin on September 30th, 2015 and continue in force until October 1, 2018 with the option to renew for two (2) additional one-year terms. Oasis will be entitled to withhold from any amounts due to Client any past due monies owed to Oasis by Client. Client may terminate this agreement at any time and for any reason upon 30 days' written notice to Oasis.

2. **RELATIONSHIP OF PARTIES.** The parties intend that Oasis will be an independent contractor to Client. Nothing herein will be construed to create a partnership or relationship between the parties and neither will have the authority to bind the other.

3. **DUTIES OF OASIS.** (a) Inmate Commissary. Oasis will provide weekly commissary service to the inmates of the Jail (b) Oasis shall operate from an off-site location. (c) Oasis shall package all orders in sealed clear plastic bags, contain a packing list in two copies, list inmate balance remaining, and obtain the inmate's signature confirming delivery. (d) Compliance with Laws and Obtaining Licenses. Oasis will comply with all applicable ordinances, laws, and regulations pertaining to the operations covered by this Agreement and will obtain licenses. (e) Property Insurance. Oasis will maintain insurance policies on its property located in Client's premise for loss or damage by fire or other casualties. Oasis shall maintain all such other insurance as further set out in Sections 18 and 19 of this agreement.

4. **TECHNOLOGY HARDWARE** (a) Oasis shall install and maintain a Lobby Kiosk for the purpose of depositing funds to individual inmate accounts with a transaction fee not to exceed \$3.00 for cash deposits and \$3.00 for credit card transactions up to \$20.00 and a 10% fee for credit deposits over \$20.00. (b) Oasis shall install and maintain a Booking Manager kiosk in the booking area for the purpose of depositing inmate monies upon intake. Oasis shall provide upgraded Booking Manager kiosks, as they become available, at no cost to the Client. (c) Oasis shall install nine (9) Dorm Kiosks for inmate commissary ordering, inmate grievances, inmate handbook posting, Oasis Safe Mail with fees per message not to exceed \$.50 and other functions, as they become available. (e) Oasis will provide the Union County Jail with an on-site server for the Lockdown Program to be installed. (f) Oasis will provide Union County Jail with a \$3,500 wiring allowance to be used toward wiring the inmate pods with Cat 5 cabling for the dorm kiosks.

5. **ACCOUNTING SOFTWARE/TRAINING.** Oasis will install a complete inmate accounting software program. Oasis will provide training on the software installed in the facility without charge. An Oasis IT Specialist will assist the Jail with their first bank reconciliation.

6. **TITLE OF SOFTWARE.** The Lockdown accounting software and any other improvements are and will remain the property of Oasis. This accounting software shall comply with Generally

Accepted Accounting Principles. New software releases shall be provided to Client without charge. Oasis will retain all proprietary rights to software and software will remain the property of Oasis upon termination of this Agreement. Client will not permit its employees or agents to remove or in any way tamper with or change said software.

7. REMOVAL OF PROPERTY. Within thirty (30) days after the termination of this Agreement, Oasis will remove its property from Client's premises.

8. NONDISCRIMINATION. The nondiscrimination clauses contained in Section 202 Executive Order 11246, as amended, relating to equal employment opportunity for all persons without regard to age, race, color, religion, sex or national origin and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

9. PERSONNEL STANDARDS. Oasis ensures that all of its employees will maintain proper sanitary practices. Client will be allowed to do background checks in pre-qualifying Oasis employees. Oasis and any of its employees on-site shall strictly adhere to the Facility's rules, regulations, and guidelines. Employees are required to have passed drug-testing.

8. RECORDS. Oasis agrees to keep an accurate record of all sales in connection with the operation of the commissary and will permit Client to examine such records during normal business hours upon reasonable notice to Oasis. These records shall be made available to Client in electronic format at no cost. Oasis shall certify the authenticity and accuracy of the records upon request by client.

9. CONTINGENCIES. Neither party will be liable for any nonperformance, in whole or part, of its obligations under this Agreement caused by the occurrence of any contingencies beyond the control of the party such as war, sabotage, riot or other acts of civil disobedience, acts of third parties not within the control of the party, shortages of fuel, failures of power, accidents, fires, explosions, floods, or other acts of God. In the event that any such contingency occurs, the party whose performance is affected will have a reasonable time in which to resume performance.

10. CHANGE OF SCOPE. In the event Client adopts a future policy that affects the amount of commissary revenue, such as the facility charging a booking fee, daily rate for being in jail, room and board rate, telephone commissary connection fees or any other process that would debit an inmate's account over and beyond what is currently in place, Oasis and Client will negotiate new financial arrangements within ten (10) days after written notice to Client.

11. INDIGENT PACKAGES. Oasis agrees to provide indigent packages to Client at an agreed upon price if Client so desires. This cost will be deducted from Client's gross commission. Oasis agrees to provide Client with all indigent billing information.

12. PRODUCTS, PROGRAMS, PRICING. Oasis shall offer a large selection of items and quality brand-name products. Selection and variety may be adjusted as mutually agreed upon by both parties. Any and all new products and/or specialty programs must be reviewed and approved by Client before being placed on menu or into service. Prices for the commissary items may not be higher than comparable item offered for retail sale in a sampling of drugstores, grocery stores, and convenience stores in the local area. Oasis agrees to maintain prices for the first year and to maintain fees for the initial year of the agreement term. Commencing with the first anniversary date and subsequent anniversaries of the contract, the prices may be increased to reflect the current local market prices in accordance with the price determination standard set forth herein.

13. **WAIVER.** Failure of either party to enforce any term of this Agreement on one or more occasions will not constitute a waiver to enforce such or any other term on any other occasion.

14. **MODIFICATION.** No modification of any of the terms and conditions of this Agreement will be effective unless such modification is expressed in writing and signed by both parties.

15. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof.

16. **NOTICE.** Notice means written notice, by certified mail or verified facsimile or personally delivered, to the address as either party may designate for itself by written notice to the other.

17. **FINANCIAL ARRANGEMENTS.** (a) **Commissions to Client:** Oasis will offer commissary once per week and pay a commission rate of 20.85% of net commissary sales. "Net Sales" is defined as total commissary sales minus any applicable taxes, postal products, and refunds. (b) **Accounting and Reporting.** After the end of each week, Oasis will submit a report of Net Sales and an itemization of the Client Commission during the preceding week period. The Client agrees to pay Oasis weekly for all items purchased through the Inmate Commissary. An interest rate of 1.5% will be assessed to all accounts in excess of forty-five days.

18. **INSURANCE.** At Oasis' sole expense, Oasis shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best.

A. WORKERS' COMPENSATION

Statutory limits covering all employees, including Employer's Liability with limits of:

\$500,000	Each Accident
\$500,000	Disease - Each Employee
\$500,000	Disease - Policy Limit

B. COMMERCIAL GENERAL LIABILITY

Covering all operations involved in this Agreement.

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal and Advertising Injury Limit
\$5,000	Medical Expense Limit

C. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000	Combined Single Limit - Any Auto
-------------	----------------------------------

D. FIDELITY - EMPLOYEE THEFT OF CLIENT PROPERTY

\$250,000	Single Loss Limit
-----------	-------------------

19. ADDITIONAL INSURANCE REQUIREMENTS

- A. Oasis' General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY INSURANCE POLICY.

- B. Before commencement of any work or event, Oasis shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Oasis shall have no right of recovery or subrogation against Union County (including its officers, agents and employees).
- D. It is the intention of the parties that the insurance policies afforded by Oasis shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.
- E. Union County shall have no liability with respect to Oasis' personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Oasis.
- F. Notwithstanding the notification requirements of the Insurer, Oasis hereby agrees to notify County's Risk Manager at 500 N. Main Street # 130, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.
- G. The Certificate of Insurance should note in the Description of Operations the following:

Department: Sheriff's Office
Contract #: 4083

- H. Insurance procured by Oasis shall not reduce nor limit Oasis' contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.

- I. Certificate Holder shall be listed as follows:

Union County
Attention: Keith A. Richards, Risk Manager
500 N. Main Street, Suite #130
Monroe, NC 28112

- J. If Oasis is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Oasis shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of

the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

20. INDEMNIFICATION. Oasis agrees to protect, defend, indemnify and hold Union County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of Oasis, its officers, employees, subcontractors or agents. Oasis further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in the day and year first above written.

OASIS MANAGEMENT SYSTEMS, INC.

BY: Mike Evancho

NAME & TITLE: Mike EVANCHO, President

DATE: 7/31/15

UNION COUNTY

BY: Cynthia A. Coto

NAME & TITLE: County Manager

DATE: 7-20-15

Approved as to Legal Form CM

CONTRACT/AGREEMENT ROUTING FORM**To be Completed by Department**

Note: Incomplete packages will be returned to the departments.

Date Submitted for Routing: 12/18/15

Submitted By: Robin Hunter

Party/Vendor Name Oasis Management Systems, Inc.

Contact Email bkennedy@oasiscommissary.com

Party/Vendor Contact Person: Beth Kennedy

Contact Phone: 770-889-9191

Party/Vendor Mailing Address: 5320 Lake Pointe Center Drive, Suite A

City: Cumming

State: GA

Zip: 30041

(If the above information is inaccurate, a delay in contract processing could occur)

Department: Union County Sheriff's Office-Jail

Department Point of Contact: Dorothy Thomas

Contract Purpose/Description: Funds In Kiosks

Solicitation/Project#:

of Copies: Legal Generated

Budget Code 10-443108-4570

Amount: N/A

☐ Amounts expended or received pursuant to this Agreement will be more than \$100,000.Contract Start Date: (Select One) ☐ Based on Final Signature or ☐ Specific Start Date (Note Date)Type of Contract: (Select One) ☐ New ☐ Renewal ☒ Amendment- Original Contract# 4083Contract Is: (Select all applicable) ☐ State Funded ☐ Federal Funded ☐ State Contract ☐ Other

If this is a grant agreement, pre-application has been authorized by the Board of Commissioners?

(Select one)

☐ Yes☐ No

Date of authorization:

Executive Director Signature:

Date:

12-18-15

Signature confirms that document has been reviewed and approved by the Department Head as to technical content.

For Internal Use Only

At completion of each signature, package should be returned to Procurement for routing.

PROCUREMENT

Start Date for Internal Routing: 12/21/15

(To be completed by Purchasing)

☐ Authorize Department to enter Site Agenda Information with Completed package attached. Requested Meeting Date:

RISK MANAGEMENT

Signed:

Date:

Signature confirms that document has been reviewed and approved by the Risk Management leadership.

☐ Use Standard Template (Include these coverages: ☐ CGI; ☐ Auto; ☐ WC; ☐ Professional; ☐ Property; ☐ Pollution; ☐ Technology E&O☐ See Working Copy ☒ No Insurance Required ☐ Current COI on File

Notes:

INFORMATION TECH

Signed:

Date:

Signature confirms that document has been reviewed as to technical content and approved by the Information Technology Director.

LEGAL

Signed:

Date:

Signature confirms that document has been reviewed and approved as to legal form by the Attorney and stamp affixed thereto.

☒ Approval by Manager ☐ Board Authorization Required

FINANCE

Signed:

Date:

The Finance Director/ Deputy Finance Director affirm that this has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

☐ Sufficient funds available ☐ Conditioned upon appropriation ☐ Budget Amendment Necessary; Attached ☐ Yes ☐ No

PO#

Vendor#

COUNTY MANAGER

Signed:

Date:

Signature confirms that document has been reviewed and its approval recommended by the County Manager.

CLERK

Signed:

Date:

Signature confirms that document has been reviewed and seal affixed and/or signatures witnessed.

Approved By Board: ☐ Yes ☐ No Meeting dateSignature(s) Required: ☐ Board chairman ☐ County Manager ☐ Finance Director ☐ Clerk ☐ Attorney ☐ Information Tech. Director ☐ Other

PROCUREMENT

Signed:

Date:

Date to Vendor

1/4/16

Date Vendor return to Procurement

STATE OF NORTH CAROLINA

AMENDMENT #1

COUNTY OF UNION

THIS AMENDMENT, made and entered into this 31 day of December, 2015, by and between OASIS MANAGEMENT SYSTEMS, INC., a Georgia corporation authorized to do business in North Carolina with principal offices located at 5320 Lake Pointe Center Drive, Suite A, Cumming, Georgia 30041 (hereinafter referred to as "Oasis") and UNION COUNTY, a political subdivision of the State of North Carolina acting through the Union County Sheriff's Office, located at 3344 Presson Road, Monroe, NC 28112 (hereinafter referred to as "Client"), shall modify and supersede as indicated that agreement between the parties dated July 20, 2015 (the "Agreement").

WITNESSETH

WHEREAS, the parties entered into the Agreement for Oasis' provision of inmate commissary sales and services, kiosk services, and other related services on certain premises of Client; and

WHEREAS, Oasis and Client believe it necessary to clarify certain responsibilities under the Agreement as it relates to kiosk services provided by Oasis; and

WHEREAS, the parties desire to modify the Agreement to clearly set forth such responsibilities under the Agreement.

NOW THEREFORE, in consideration of the parties' continuing obligations under the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do each contract and agree with the other as follows:

1. Section 3 "Duties of Oasis." Amend this Section by adding the following at the end of the Section:

"(f) Kiosks. Oasis shall operate certain kiosks as set forth in this Agreement. Oasis shall accept full responsibility for all monies that are physically contained, or which are intended to be physically contained, within any kiosk provided by Oasis under this Agreement until such time that such monies are removed from the kiosk by Client. Client is responsible for removal of such monies from kiosks at times that Client determines appropriate for the safe operation of its facilities, which determination shall be in Client's sole discretion. If there is any loss of such monies from a kiosk (whether due to machine error, theft, or any other reason) prior to removal by Client, Oasis shall be responsible for such loss and shall reimburse Client for any such amount lost from a kiosk."

2. This Amendment shall become effective upon mutual execution.

3. Except as herein amended, the terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this Amendment to be duly executed, this the day and year first above written.

ATTEST:

OASIS MANAGEMENT SYSTEMS, INC.

BY: 

BY: 

PRINTED NAME: Gayle Smith

PRINTED NAME: Mike Edwards

TITLE: PRESIDENT

ATTEST:

UNION COUNTY

BY: 

BY: 

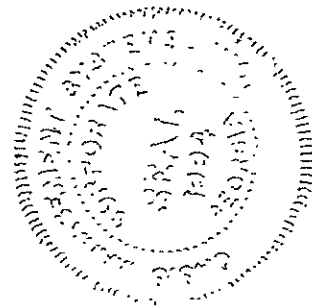
Lynn G. West, Clerk to the Board

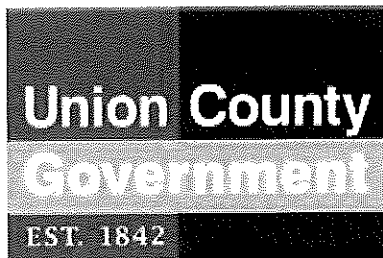
Cynthia A. Goto, County Manager

BY: 

Sheriff Eddie Cathey

Approved as to Legal Form Btl





Contract Routing Form

To be completed by Department

Note: Incomplete packages will be returned to the departments.

Submitted By	Robin Hunter
Submission Date	6/29/2018
Party/Vendor Name	Oasis Management Systems, Inc.
Party/Vendor Contact Person	Beth Kennedy
Contract Purpose Description	Provide Inmate Commissary Services
Contact Email	bkennedy@oasiscommissary.com
Contact Phone	770-889-9191

**Contact
Address****Street Address**

5320 Lake Pointe Center Dr.

Address Line 2

Suite A

City

Cumming

State / Province / Region

GA

Postal / Zip Code

30041

Country

US

*(If the above information is inaccurate, a delay in contract processing could occur)***Department**

Sheriff

**Department
Point of
Contact**

Dorothy Thomas/Robin Hunter

Solicitation/Project**Budget Code**

10129510-4570

Amount

\$ 0.00

☐ Amounts expended or received pursuant to this agreement will be more than \$50,000.**Contract
Start Date**☐ Based on Final Signature☒ Specific Start Date (note date)

10/01/18

**Type of
Contract**☐ New☐ Renewal☒ Amendment (Enter Original Contract#)

4083

**Additional
Comments**

Contract renewal for additional one year term with 30 days written notice of cancellation given by either party.

Contract is Select all that apply

- ☐ State Funded
☐ Federal Funded
☐ State Contract
☐ Other

If this is a grant agreement, pre-application has been authorized by the Board of Commissioners?

☐ Yes ☒ No

**Additional
Comments**

**Division
Director**

Dorothy Thomas

**Date of
Authorization**

7/9/2018

Attach Documents

File Upload

Upload supporting documentation

Upload

20180629143841238.pdf (/Forms/handlers/do... 24.02KB

Pending Contract ()

Executive Director Signature

**Executive
Director**

Sign

Date

Comments

Procurement - Routing**Contract
Number**

Number add by Procurement

5531

**Start Date for
Internal
Routing**

7/17/2018

☐ Notify Department to enter Novus Agenda Information with Completed package attached.**Requested
Meeting Date****Approval
Needed***

Send to Laserfiche

[Print Page](#)**Risk Management**

Approval of this form confirms that document has been reviewed and approved by the Risk Management leadership.

- ☐ No Insurance Required
☒ Use Standard Template. Include the following coverages.

**Include these
coverages**

- | | |
|---|--|
| <input checked="" type="checkbox"/> CGL | <input checked="" type="checkbox"/> Auto |
| <input checked="" type="checkbox"/> Worker's Compensation | <input type="checkbox"/> Professional |
| <input type="checkbox"/> Property | <input type="checkbox"/> Pollution |
| <input type="checkbox"/> Network Security | <input type="checkbox"/> See Working Copy |
| <input type="checkbox"/> No Insurance Required | <input type="checkbox"/> Sexual Molestation |
| <input type="checkbox"/> Builder's Risk | <input checked="" type="checkbox"/> Other (see comments) |
| <input checked="" type="checkbox"/> Current COI on File | |
| <input type="checkbox"/> Insurance Memo Sent to Procurement | |

**Notes from
Risk
Management**

Fidelity - Employee Theft of Client
Property
\$250,000 - Single Limit

Approved By: Keith Richards

Signature

Keith Richards

Information Technologies

Approval of this form confirms that document has been reviewed as to technical content and approved by the Information Technology Director.

Approved By:

Sign

Comments:

Legal

Approval of this form confirms that document has been reviewed and approved as to legal form by the Attorney and stamp affixed thereto.

Notes From
Legal:

Authorizations ☒ Approval by Manager ☐ Board Authorization
Required

Approved By: Carolyn Mayer

Signature

Carolyn A. Mayer

Finance

The Finance Director/ Deputy Finance Director affirm that this has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

☒ W-9 Processed

Vendor
Number

3252

R Number

Date

8/2/2018

AP Signature

Lindsay Helms

- ☐ The Finance Director/Deputy Finance Director affirm that this has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.
- ☐ Sufficient funds available ☐ Conditioned upon appropriation
- ☐ Budget amendment necessary ☒ NO PRE-AUDIT REQUIRED

Revenue or Expenditure

Revenue



PO Number

N/A

Budget Signature

*Amarda H. Newton***County Manager**

Approval of this form confirms that document has been reviewed and its approval recommended by the County Manager.

County Manager Signature

Cynthia A. Coto

Date

8/27/2018

Clerk

Approval of this form confirms that document has been reviewed and seal affixed and/or signatures witnessed.

Approved By
Board

- ☒ No
☐ Yes, enter approval date

Signatures
Required

- ☐ Board Chairman ☒ County Manager ☐ Finance Director ☒ Clerk
☐ Attorney ☐ Information Tech Director
☐ Other

Clerk
Signature

Lynn G. West

Date

8/24/2018

Procurement

Date To
Vendor

8/6/2018



Date Vendor
Return To
Procurement

8/24/2018



Print Page

Comments

Submit

Correction



STATE OF NORTH CAROLINA

AMENDMENT 2

COUNTY OF UNION

This Amendment, made and entered into as of the 27 day of August, 2018, by and between UNION COUNTY, a political subdivision of the State of North Carolina acting through the Union County Sheriff's Office, hereinafter referred to as "Client," and OASIS MANAGEMENT SYSTEMS, INC., a Georgia corporation authorized to do business in the State of North Carolina, hereinafter referred to as "Oasis," shall modify as indicated that agreement between the parties dated July 20, 2015, as modified by amendment dated December 31, 2015, hereinafter referred to as the "Agreement."

WITNESSETH:

WHEREAS, the parties entered into an agreement, pursuant to which Oasis provides inmate commissary sales and services, kiosk services, and other related services on certain of Client's premises; and

WHEREAS, Client now desires to extend the term of the Agreement; and

WHEREAS, Oasis is willing to continue to provide services during the extended term.

NOW, THEREFORE, in consideration of the parties' continuing obligations under the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do each contract and agree with the other as follows:

1. The Agreement shall be renewed for a term of one year, beginning October 1, 2018, and ending September 30, 2019 (the "Renewal Term"). Following the Renewal Term, the parties shall have the option to renew the Agreement for one additional one-year term upon execution of a written amendment.
2. Except as herein amended, the terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this Amendment to be duly executed, this the day and year first above written.

ATTEST:

UNION COUNTY


By: 
Lynn West, Clerk to the Board


By: 
Cynthia A. Coto, County Manager

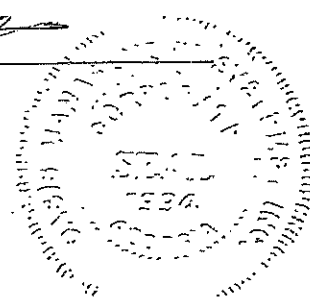
ATTEST:

OASIS MANAGEMENT SYSTEMS, INC.

By: 

By: 

Approved as to Legal Form 



INMATE TELEPHONE SYSTEM

The Inmate Telephone System is not owned or operated by the Union County Jail. An outside vendor is contracted to provide inmate telephone service. The Union and/or record any telephone call made on the inmate telephone system. Three-way calling is prohibited. All charges are consistent with NC Utilities Commission rates or otherwise contacting any Jail staff member, either at work or home, by the inmate telephone. To set up an inmate phone account:

- ☐ Online at <https://securustech.net/enroll/>
- ☐ Call Securus at 1-800-844-6591
- ☐ Debit Calling through the Inmate Block Phone

INMATE TRUST ACCOUNT

You are allowed to maintain funds in your Inmate Trust Account. In order for money to be added to your account, a third party must use jailATM.com to deposit funds to your booking ID#, (the name and number under which you were booked currently). Funds will be deposited into your Inmate Trust Account and you can view your receipt. When a deduction is made from your account, you may view this deduction on the kiosk in the block, under the account tab Funds are received by the following:

- ☐ Deposits to the jailATM.com Kiosk located in the Union County Jail Lobby
- ☐ Online at <http://www.jailATM.com/>

SAFE MAIL: Safe mail is a feature that inmates may use on the block kiosks. This email system is for inmates to send and receive emails during their stay at the Union County Jail. The fee for the use of this feature is \$0.50 per email. Emails can be read and reviewed for 14 days after opening the message. Messages are then deleted after they are reviewed. Safe Mail can be scanned for any breach of security issues and, under some circumstances, withheld from the inmate and turned over to law enforcement for further evaluation.

INMATE INQUIRY

Inmates may use an Inmate Inquiry to ask non-grievance questions such as bond amounts, inmate account balances, release dates, to request to become an inmate, or to request a visit. Information is readily available to the inmate. Please review all of the inquiry sections and enter your question under the proper inquiry. If you enter an inquiry under the wrong section, you will be required to resubmit your inquiry correctly.